



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF DANANG, VIETNAM
AND
KHON KAEN UNIVERSITY, THAILAND**

University of Danang (UD), Vietnam and Khon Kaen University (KKU), Thailand agree to enter into a formal collaborative agreement based on a foundation of trust for the mutual benefit and development of the two institutions and the promotion of international understanding and goodwill.

1. Both parties agree to encourage the following activities in particular to promote international academic cooperation :
 - a. development and operation of joint academic programs, support for distance learning courses and the development of curricula in areas of mutual interest;
 - b. exchange of research materials, publications and information;
 - c. organization of joint research programs;
 - d. exchange of students, academic staff and exchange of administrative and other non-academic staff;
 - e. co-operation in the recruitment of students to our two institutions.
2. The implementation of exchange based on this agreement shall be separately negotiated and determined by both Universities.
3. Nothing shall diminish the full autonomy of either institution, nor will any constraints or financial obligations be imposed by either upon the other in carrying out the agreement.
4. This Memorandum is subject to revision or renewal by mutual agreement. It is also understood that either institution may terminate the agreement at any time, although such action will only be taken after mutual consultation in order to avoid any possible inconvenience to all parties.
5. The Memorandum will be in force for five (5) years in the first instance. Thereafter, renewal of the Memorandum will be subject to the agreement of both parties.

6. This agreement is effective when the representatives of both institutions have signed and dated the document.

AUTHORIZED TO SIGN FOR AND ON BEHALF OF UNIVERSITY OF DANANG:

Signature:  

Date: 20 May 2008

Name in Capitals: PROF. DR. SC. BUI VAN GA

Position in Organization: PRESIDENT

Address in Full: UNIVERSITY OF DANANG
41 LE DUAN STREET
DANANG CITY
VIETNAM

AUTHORIZED TO SIGN FOR AND ON BEHALF OF KHON KAEN UNIVERSITY :

Signature: 

Date: May 20, 2008.

Name in Capitals: PROF. DR. SUMON SAKOLCHAI

Position in Organization: PRESIDENT

Address in Full: KHON KAEN UNIVERSITY
123 MITRAPARB ROAD
MUANG DISTRICT
KHON KAEN 40002
THAILAND



**ADDENDUM I : AGREEMENT ON STUDENT RECRUITMENT
BETWEEN
INTERNATIONAL COLLEGE, LANGUAGE INSTITUTE, KHON KAEN UNIVERSITY, THAILAND
AND
THE COUNSELING CENTER FOR EMPLOYMENT AND SELF-SUPPORTING OVERSEAS
STUDIES (CESO), THE UNIVERSITY OF DANANG, VIETNAM**

I. Parties

This Agreement Is Entered Into By And Between :

Khon Kaen University International College, and Khon Kaen University Language Institute, Khon Kaen, Thailand hereinafter called "KKUIC" and "KKULI", respectively, whose principal place of business is 123 Mittraparb Road, Muang District, Khon Kaen 40002 Thailand.

And

The Counseling Center for Employment and Self-Supporting Overseas Studies (CESO), The University of Danang, Vietnam hereinafter called "CESO", whose principal place of business is Unit 9.013, Floor 13, 41 Le Duan Street, Danang City, Vietnam.

II. Purpose

KKUIC and KKULI wish to raise international awareness about their programs and recruit international students. In particular, KKUIC and KKULI would like to make their programs of study in Thailand known and available to potential students in Vietnam. Therefore, KKUIC and KKULI require an agent to promote their programs in Vietnam; to assist students from Vietnam in completing KKU application materials; to provide general information about KKU to students in Vietnam; and to provide orientation services to students in Vietnam who plan to attend KKUIC and KKULI. KKU designates CESO an official agent of KKUIC and KKULI in Vietnam, for these purposes.

III. Consideration

This Agreement is entered into in exchange of the mutual promises contained herein.

IV. Recitals

Both Parties Hereby Agree As Follows:

1. Duties of KKU

1.1 Agent in Vietnam

KKUIC and KKULI agree to appoint CESO as their official agent in Vietnam for the purposes of promoting their programs in Vietnam, providing information to potential students living in Vietnam about KKUIC and KKULI, providing assistance to students living in Vietnam in completing their KKU applications, and providing orientation services to students in Vietnam who will be attending KKUIC and KKULI. KKU reserves the right to contract with multiple agents in any given country.

1.2 Fees

KKUIC agrees to pay CESO 10% of the first semester tuition fees each student admitted to full-time degree program studies who it assists in completing an KKU application and/or whom it has provided orientation assistance and who duly registers and pays tuition. Commission will be paid on tuition only; any other fees such as student activity fees, technology and lab fees, etc. are not counted for commission purpose. If a student attends less than a full semester, then the fee will be paid on a pro-rated weekly basis. The standard KKU refund policy will be followed for refund of tuition and fee payments if a student withdraws from KKU during the academic semester or term. The commission fee will be paid for maximum of two academic semesters/terms when full-time student tuition has been paid.

The fee does not apply to groups or individual students who attend KKUIC and KKULI for specialized classes, training courses, and non-degree program, which will be contracted separately.

2. Duties of CESO

2.1 CESO agrees to conduct student recruitment, marketing and development of educational projects together with KKUIC and KKULI, as requested by KKU in Vietnam. KKU reserves the right to approve any marketing material, either written or electronically made (such as videos/tapes, web pages), that represents KKU. CESO will submit a copy of any such marketing material to KKU for review and written approval prior to use of the material for marketing purposes.

2.2 CESO agrees to provide assistance in completing KKU application materials to all students from Vietnam who it finds, or who are referred to it, by whatever source. Students referred by CESO will be subject to the same admission constraints (availability of space, qualifications of the student) as other international students.

2.3 CESO agrees to provide orientation services to all students from Vietnam, as requested, who will attend KKUIC and KKULI.

- 2.4 CESO agrees to provide information on KKUIC and KKULI and their programs to all students from Vietnam who request such information.
- 2.5 CESO agrees that if tuition payments or other payments due to KKUIC and KKULI are received by CESO on behalf of any student, CESO will remit total amount due for the student to KKUIC and KKULI within 30 days of the beginning of the semester or term. This will be in effect unless a separate agreement is made.

3. Independent Contractor

It is mutually understood and agreed that CESO and KKV are separate, independent agencies. The employees of CESO are not, nor shall they be deemed to be employees of KKV, and the employees of KKV are not, nor shall they be deemed to be employees of CESO.

4. Liability of Contracting Agencies

Each party shall be responsible for the negligent acts or omission of its own employees or officers in the performance of this Agreement. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any party, firm, or corporation, or other third party not a party of this Agreement.

5. Duration of Agreement

This Agreement shall be effective for a period of Five (5) years from the date of signing except for the provisions stipulated in section 7 herein (Termination).

6. Extension or Modification of Agreement

This Agreement may, by mutual agreement be extended for an additional period of five (5) years. Any such extension, or any modifications of this Agreement must be in writing by duly authorized representatives of both parties.

7. Termination

Either party, in its sole discretion, may terminate this Agreement by providing the other party sixty (60) days written notice of intent to terminate.

8. Notices

- 8.1 All notices shall be delivered by registered mail to the appropriate official address.
- 8.2 Any change in address shall be given to the other party in writing.
- 8.3 All notices required to be delivered by this Agreement shall be deemed received on the date of delivery. If a notice is received on a weekend or holiday, it shall be deemed received on the next regularly scheduled business day.

9. Entire Agreement/Modification

This Agreement constitutes the entire Agreement on Student Recruitment between the parties, and supersedes all previous written or oral agreement on student recruitment between the parties. Any modification or waiver of the terms of Agreement shall be in writing and signed by duly authorized representative of both parties.


10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Thailand. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the Kingdom of Thailand

In Witness Whereof, the parties have caused their duly authorized representatives to execute this Agreement in duplicate original counterparts, on the date of signing.



Assoc. Prof. Dr. Kulthida Tuamsuk
Vice President for Academic and International Affairs
On behalf of KKUIC and KKULI
Khon Kaen University


Date



Prof. Dr. Le Tan Duy
Vice President of the University of Danang
Director of CESO


Date