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Charles Sturt University – School of Dentistry  
and Health Sciences

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Khon Kaen University – Faculty of Dentistry

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# Memorandum of Understanding

for Academic Cooperation

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## Schedule 1 - Memorandum of Understanding Details

This Memorandum is made up of this Schedule and the Agreed Principles.

Item 1	Parties	<p>Charles Sturt University (ABN 83 878 708 551) being a university incorporated in New South Wales under the <i>Charles Sturt University Act 1989</i> and having its registered office at The Grange, Panorama Avenue, Bathurst, NSW 2795 (CSU)</p> <p>Faculty of Dentistry, Khon Kaen University of 123 Moo 16, Mittaparp Rd., Muang, Khon Kaen 40002 THAILAND (Cooperating Institution)</p>
Item 2	Commencement Date	Date of final signing
Item 3	CSU Coordinating Officer	<p>Name: Dr Shevahn Telfser</p> <p>Position: Manager</p> <p>Division: CSU Global</p> <p>Organisation: Charles Sturt University</p> <p>Address: Panorama Ave Bathurst, NSW 2678 AUSTRALIA</p> <p>Telephone: +61 2 6338 4630</p> <p>Email: <a href="mailto:stelfser@csu.edu.au">stelfser@csu.edu.au</a></p>
Item 4	Cooperating Institution Coordinating Officer	<p>Name: Ms Chutikarn Pholsaksai</p> <p>Position: International Relations Officer</p> <p>Division: Division of Research, Graduate Studies and International Affairs, Faculty of Dentistry</p> <p>Organisation: Khon Kaen University</p> <p>Address: 123 Moo 16 Mittaparp Road, Muang Khon Kaen THAILAND</p> <p>Telephone: +6643 202 405 ext 45123</p> <p>Email: <a href="mailto:chupho@kku.ac.th">chupho@kku.ac.th</a></p>


Execution

The signatories hereby personally warrant that they have express and sufficient legal authority to execute this Memorandum (which includes the attached Schedule and Agreed Principles) on behalf of the party on whose behalf they have signed.

SIGNED for CHARLES STURT  
UNIVERSITY in the presence of

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)  
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Signature

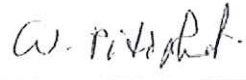
  
Signature of witness

Professor Heather Cavanagh  
Pro-Vice Chancellor (International  
Education & Partnerships)

KEVIN BUCKLEY, EXECUTIVE ASSISTANT  
Name and position of witness (print)

9 MAY 2017  
Date signed


SIGNED for Faculty of  
Dentistry, Khon Kaen  
University

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)  
) Signature

in the presence of

Boyen Huang

Assoc.Prof. Dr Waranuch Pitiphat  
Dean, Faculty of Dentistry

  
Signature of witness

19 April 2017  
Date Signed

Teekayu P. Jorns

Asst. Prof. Dr. Teekayu Plangkoon Jorns  
Assistant to the President for International Relations

19 April 2017

Date signed

# Agreed Principles – Memorandum of Understanding

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## 1 Principles of Academic Cooperation

- (a) The parties wish to facilitate academic cooperation in one or more of the following areas and agree to work together in good faith with a view to carrying out and fulfilling these aims:
  - (i) the development of collaborative research projects and programs;
  - (ii) the organisation of joint academic and scientific activities, such as courses, conferences, seminars, symposia or lectures;
  - (iii) the promotion of cultural activities;
  - (iv) the exchange of research and teaching staff;
  - (v) the articulation of students to the respective educational programs of the parties by students of the other party;
  - (vi) the recognition of advance standing for entry to the respective programs of the parties by students of the other party;
  - (vii) the development of staff development programs;
  - (viii) the exchange of publications and other materials of common interest;
  - (ix) programs to improve awareness of international developments in higher education; and
  - (x) such other areas of cooperation as may be agreed between the parties.
- (b) Cooperative activities under this Memorandum may include any of the academic disciplines of CSU and the Cooperating Institution.

## 2 Term and termination

- (a) This Memorandum commences on the date specified in Item 2 of Schedule 1 to this Memorandum and ends five (5) years from that date.
- (b) Either party may terminate this Memorandum at any time and for any reason with immediate effect by giving written notice to the other party.
- (c) Termination or expiry of this Memorandum is not intended to affect any rights or obligations under any formal agreement entered between the parties pursuant to this Memorandum or otherwise.

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## 3 Non binding Memorandum with exceptions

- (a) With the exception of this clause and clauses 9 (Confidentiality), 10 (Privacy) and 11 (Public Announcements), this Memorandum merely constitutes a statement of the mutual intentions of the parties with respect to its contents and each party represents to the other that:
  - (i) no reliance shall be placed on this Memorandum;
  - (ii) this Memorandum does not constitute an obligation binding on either party;
  - (iii) this Memorandum does not contain all matters upon which the parties are seeking to reach agreement;

- (iv) this Memorandum does not give rise to any contractual relationship between the parties;
  - (v) this Memorandum does not create or imply any relationship between the parties and in particular the parties expressly agree that this Memorandum is not intended to, nor shall, create a partnership, joint venture or agency relationship between the parties; or
  - (vi) this Memorandum imposes no obligation on any person to enter into any separate written agreements
- (b) Clauses 9 (Confidentiality), 10 (Privacy) and 11 (Public Announcements) create binding obligations and survive termination or expiry of this Memorandum.

#### **4 Formalising agreements**

The parties intend that any agreement for academic cooperation in relation to specific activities will be documented in a separate and formal agreement or agreements executed by the parties in accordance with the policies and procedures of the respective parties.

#### **5 Memorandum will not prevent cooperation with other parties**

This Memorandum will not prevent any party from undertaking any activities or cooperating with third parties or acting independently of the other.

#### **6 Facilitation of cooperation**

- (a) In order to carry out and fulfil the aims of this Memorandum, CSU and the Cooperating Institution will each appoint a Coordinating Officer, as set out in Items 3 and 4 of Schedule 1 to this Memorandum, who will negotiate and manage the development of any cooperative activities.
- (b) Either party may initiate proposals for cooperative activities under this Memorandum at any time.
- (c) The Coordinating Officers will be responsible for the evaluation of any future proposals for cooperation according to the practices of the respective party.

#### **7 Notices**

- (a) Any notice, demand, consent or other communication given or made under this Memorandum ('notice') should be sent to the Coordinating Officer for the receiving party as set out in Item 3 or Item 4 of Schedule 1.
- (b) Any notice must be:
  - (i) clearly readable;
  - (ii) signed by the party giving or making it (or signed on behalf of that party by its authorised representative); and
  - (iii) sent by pre-paid post to or left at the address, or sent by email to the address of the Coordinating Officer of the recipient set out in Item 3 or Item 4 of Schedule 1.
- (c) Any notice will be taken to be received by the recipient:
  - (i) in the case of a letter, on the third (seventh, if sent outside the country in which the letter is posted) business day after the date of posting (where 'business day' means which is not a Saturday, Sunday or public holiday in the place of receipt);

- (ii) in the case of an email:
  - (A) on the day the email was confirmed to have been sent to the email address of the Coordinating Officer of the recipient; or
  - (B) if the time of dispatch of an email is not on a day, or is after 5.00pm (local time) on a day in which business generally is carried on in the place to which the email is sent, it will be taken to have been received at the commencement of business on the next day in which business is generally carried on in that place.

## 8 Costs

- (a) Nothing in this Memorandum shall oblige a party to incur any cost or expense, or undertake any work or take any action except as may be provided in any formal agreement executed by the parties either in connection with an activity contemplated by this Memorandum or otherwise.
- (b) Unless the parties agree in writing otherwise, each party is liable for its own costs and expenses in relation to anything arising from this Memorandum.

## 9 Confidentiality

- (a) For the purpose of this Memorandum, "Confidential Information" of a Party means all trade secrets, knowhow, financial information, marketing, student data and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which by its nature is confidential and which:
  - (i) is marked by a party as confidential; or
  - (ii) the parties know or ought reasonably to know is confidential,and includes without limitation the terms of this Memorandum and all information about the parties, their employees, agents, policies and operations which is made available or which becomes known during the term of this Memorandum or as a result of executing this Memorandum, but does not include information that is in the public domain or that is independently known or developed by the Party receiving the information other than as a result of a breach of this Memorandum or any other obligation of confidentiality owed by or to any other person.
- (b) The parties may exchange Confidential Information relevant to the purposes of this Memorandum, which includes the aims described in clause 1.
- (c) Subject to clause 9(f), each party undertakes to treat as confidential all Confidential Information obtained from the other party and undertakes not to:
  - (i) disclose any such Confidential Information to any person without first obtaining the consent of the other party in writing; and
  - (ii) use or reproduce any of the other party's Confidential Information otherwise than in performing or giving effect to this Memorandum.
- (d) Each party will take such reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent any unauthorised access or use.
- (e) At any time upon written request of the other party, a party must return or destroy any documents which embody the other party's Confidential Information and must not keep any copies in any form, provided that each party may in good faith keep one copy of Confidential

Information on a confidential basis for the purpose of determining any continuing legal obligations.

- (f) Each party may disclose the other party's Confidential Information:
  - (i) on a confidential basis to its employees, contractors, officers, agents and advisors who need to know it for the purposes of performing or giving effect to this Memorandum, provided that prior to disclosure the relevant party must ensure that those persons are made aware of the confidential nature of the Confidential Information and procure an assurance that any such Confidential Information will be kept confidential;
  - (ii) to the extent that disclosure is required by law, or by the listing rules of any stock exchange provided that, so far as it is lawful and reasonably practical to do so, prior to such disclosure the party subject to such disclosure requirement will promptly notify the other party and consult with the other party regarding the nature, timing and content of the proposed disclosure; or
  - (iii) on a confidential basis to the extent that disclosure is required in connection with legal proceedings.

## 10 Privacy

- (a) Each party agrees, in relation to all Personal Information coming into its possession or control as a result of the parties carrying out and fulfilling the aims of this Memorandum, to:
  - (i) comply with any Privacy law, as amended from time to time:
    - (A) by which it is bound; and
    - (B) by which the other party is bound and in respect of which the other party gives written notice to it to comply as if it was also bound.
  - (ii) ensure the Personal Information is only used for the purpose of performing its obligations under this Memorandum and take all reasonable steps to ensure the personal Information is protected against loss and against unauthorised access, use, modification or disclosure or against other misuse;
  - (iii) not disclose any Personal Information without the written authority of the other party or the individual to whom the Personal Information relates; and
  - (iv) immediately notify the other party where it becomes aware that a disclosure of Personal Information may be required by law.
- (b) For the purposes of this Memorandum:
  - (i) "Personal Information" has the same meaning as in the *Privacy and Personal Information Protection Act 1998 (NSW)*, being information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion;
  - (ii) "Privacy law" means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to any Personal Information; and
  - (iii) CSU is bound, as at the date of this Memorandum, to comply with the *Privacy and Personal Information Protection Act 1998 (NSW) (PPIPA)* and the Information Privacy

Principles under the PPIPA applying to NSW public sector agencies and hereby notifies the Cooperating Institution to comply with those Privacy laws in respect of Personal Information coming into its possession or control as a result of the parties carrying out and fulfilling the aims of this Memorandum as if the Cooperating Institution was bound.

- (c) Nothing in this clause 10 is intended to require a party to deal with Personal Information in a manner which would cause that party to breach a Privacy law by which it is bound.

## 11 Public Announcements

- (a) The parties agree to consult with each other before making any public announcements regarding this Memorandum or any collaboration contemplated by it.
- (b) Each party must obtain the prior written consent from the other party before it uses the other party's name or derivative thereof, or any trademark or logo of the other party.