

GENERAL AGREEMENT FOR COLLABORATION
By and Between
FACULTY OF MEDICINE, KHON KAEN UNIVERSITY
And
THE UNIVERSITY OF SOUTH FLORIDA

This General Agreement for Collaboration is entered into as of June 9, 2017 (the "Effective Date"), by and between The University of South Florida Board of Trustees, a public body corporate of the State of Florida ("USF"), for and on behalf of the University of South Florida Health ("USF Health") consisting of the Morsani College of Medicine, the College of Nursing, the College of Pharmacy and the College of Public Health, located in Tampa, Florida, United States of America, and the Faculty of Medicine, Khon Kean University located in Khon Kaen, Thailand.

RECOGNIZING the mutual interest in the fields of education, research, training and development and dissemination of knowledge and also

RECOGNIZING the importance of institutions of higher education's role in promoting international collaboration

THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

ARTICLE I: SCOPE OF THE COLLABORATION

The purpose of this Agreement is to facilitate academic and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas:

General Areas of Collaboration

- 1.1 Joint educational and research activities.
- 1.2 Exchange of visiting scholars for the purpose of conducting research. The individual visitors will be responsible for the cost of such accommodation and for their own travel costs. If visiting scholars register in academic course(s) they will be required to pay the tuition fees to the host institution.
- 1.3 Discussion for the exchange of undergraduate and graduate students for collaborative or independent research based on the policies of both institutions.
- 1.4 Exchange scholarly information including research papers, indices to theses, books and magazines on relevant subjects and potential joint projects where possible and appropriate.
- 1.5 Extend invitations for attending scholarly meetings and national and international conferences.
- 1.6 Neither institution is responsible for providing any financial resources or support under this Agreement. Individual scholars will make all arrangements by separate written agreement, if needed, which will be applicable to each particular situation.

ARTICLE II: THE AGREEMENT

- 2.1 At USF, this Agreement will be administered by USF Health. At the Faculty of Medicine, Khon Kean University, this Agreement will be administered by International Relations Office, Faculty of Medicine, Khon Kaen University.
- 2.2 This Agreement may also involve other USF colleges or institutes by mutual consent, which may be added later by written addendum to this Agreement.
- 2.3 **As specific projects in education or research are developed, each will require a separate written agreement which will set forth the terms and conditions of the project(s) including but not limited to intellectual property ownership and funding sources. These agreements must be approved and signed by appropriate administrators at each institution.**
- 2.4 Notices under this Agreement will be provided in writing to the contacts listed below:

USF Health International
12901 Bruce B. Downs Blvd., MDC 98
Tampa, FL 33612-4799 USA

With a copy to:

USF Office of the General Counsel
4202 E. Fowler Avenue, CGS 301
Tampa, Florida 33620 USA

University of South Florida
Office of VP for USF Health
12901 Bruce B Downs Blvd, MDC 2
Tampa, Florida 33612 USA

International Relations Office
Faculty of Medicine
Khon Kaen University
123 Mittraphap Highway,
Muang, Khon Kaen 40002 THAILAND
Tel: +66 (0) 43363491, Fax: +66 (0) 43-348375
Email: intermed@kku.ac.th

ARTICLE III: GENERAL TERMS

- 3.1 This Agreement does not permit the exchange of students at the undergraduate or graduate level.
- 3.2 This Agreement is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.
- 3.3 Nothing in this Agreement obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties.
- 3.4 The activities of this Agreement must be carried out in accordance with appropriate laws and regulations existing in each country and institution.
- 3.5 With regard to intellectual property, each institution will adhere to the intellectual property laws/policies of its respective nation and institution. Intellectual property developed during the visit of a faculty or student visitor will be governed by the rules of the host institution unless otherwise specified by an alternate agreement. In general, the two institutions shall jointly own jointly developed intellectual property resulting from clearly defined collaborative projects. Whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received, to the extent permissible by law.
- 3.6 Neither party may use the name, logo or trademarks of the other party, nor of any of the other party's employees, agents, or affiliates, in any advertising, promotional or sales literature, or other publicity, public announcement or suggestion of endorsement without the prior written approval of the other party.

ARTICLE IV: DURATION

This Agreement may be modified only by mutual written consent. The Agreement will be in effect from the Effective Date for a period of five (5) years. It shall be renewed upon mutual written agreement. This Agreement may be terminated by either side at ninety (90) days written notice.

ARTICLE V: COUNTERPARTS


This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (.pdf) document shall be deemed to be an original signature for all purposes under this Agreement.


SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed two (2) copies of this instrument, each of which shall be considered an original.


The University of South Florida Board of Trustees, a Public Body Corporate of the State of Florida, for and on behalf of the University of South Florida Health consisting of the Morsani College of Medicine, the College of Nursing, the College of Pharmacy and the College of Public Health


**The Faculty of Medicine
Khon Kaen University**

By: 
Charles J Lockwood, MD
Senior Vice President USF Health
Dean, Morsani College of Medicine
Date: 6/9/17

By: 
Name: Charnchai Panthongviriyakul, MD
Title: Dean, Faculty of Medicine
Date: 4/11/17

Acknowledged by:

By: 
Lynette Menezes, PhD
Assistant Vice President International
USF Health
Date: 6/7/17

Reviewed by:
By: 
USF Attorney
Date: 6/7/17

Received by:

Roger Brindley
Vice Provost and USF System Associate Vice President - USF World
Date: _____