



Memorandum of Understanding

Between

Faculty of Nursing, KhonKaen University And Faculty of Nursing and Midwifery, University of Puthisastra

THIS MEMORANDUM OF UNDERSTANDING is made on the 21th day of February ,2017

BETWEEN

Faculty of Nursing, Khon Kaen University (in this MOU called FoN, KKU),123 Moo 16 Mittapap Rd, Nai-Muang, Muang District, KhonKaen, 40002, Thailand

AND

Faculty of Nursing and Midwifery University of Puthisastra, Cambodia (in this MOU called FoNM, UP)
No. 55, Street. 180 – 184 SankatBoeungRaing, DaunPenh,Phnom Penh, Cambodia

1. Context

1.1. The discussion and mutual interest between Faculty of Nursing and Midwifery, University of Puthisastra, Phnom Penh, Cambodia and Faculty of Nursing, Khon Kaen University, Thailand in August 2016 has highlighted the potential mutual academic benefit through further collaboration. There has been dialogue between representatives of the two institutions through which the two parties have explored areas for potential collaboration, which would form the focus of further discussion and which would be formalised in a further agreement. This Memorandum of Understanding has emerged from these discussions, and expresses the commitment of both parties to work collaboratively for the benefit, rights and interests of the students and staff of both institutions, and of the societies that they serve.

2. OBJECTIVES OF THE COLLABORATION

2.1. Specifically, **FoNM**, **UP** and **FoN**, **KKU** desire to work together to expand cooperation and the exchange of ideas in areas of mutual interest and wish to carry out activities in cooperation with each other.

- 2.2. **FoNM, UP** and **FoN, KKU** commit themselves to exploring mutually beneficial collaborative projects in the following areas:
 - (a) exchange of teaching staff and researchers;
 - (b) joint development of research projects;
 - (c) exchange of undergraduate and graduate students;
 - (d) other academic and educational exchange programs approved as suitable by both universities

3. COORDINATION AND MANAGEMENT

- 3.1. To fulfil the aims of this MOU the parties shall each appoint a coordinator for each joint activity undertaken. Specific details of each project will be set out in formal agreements. Any such formal agreements shall include:
 - (a) the responsibilities of each party;
 - (b) a schedule of the specific activity;
 - (c) a budget and sources of finance for each activity; and
 - (d) management details for the conduct of each activity

4. DURATION OF MEMORANDUM

4.1. This Memorandum shall have effect from the date of signature for an initial period of 5 years, and may be renewed by mutual consent of both parties thereafter. This shall enable further discussions to take place to enable the two parties to reach agreement on the specific arrangements.

5. TERMINATION OF MEMORANDUM

5.1. Either party to this Memorandum of Understanding may terminate it by providing not less than one year's notice of termination to the other party. In the event of termination prior to the end of the period indicated in clause 5.1, the parties agree to work together to protect the interests of any students currently deriving benefit from the collaboration.

6. LEGAL JURISDICTION

6.1. This Memorandum is subject to the jurisdiction of national law of both parties.

7. CONFIDENTIALITY

7.1. Neither party shall disclose to any person any information relating to the business, clients, financial information, employee information or technology of the other party ("Confidential Information") which they may receive in the course of the Memorandum of Understanding without the other party's prior consent. The parties shall treat all Confidential Information as confidential and shall not disclose or make use of such information except in relation to the performance of their obligations in terms of this Memorandum of Understanding.

8. VARIATION

EXECUTED for and on behalf of

- 9.1 This MOU may be varied or amended by mutual consent of the parties, in writing, and such variation or amendment shall become part of this MOU upon the giving of that consent.
- 9.2 Should any questions on any part of this agreement arise, both universities must consult with one another to find a solution.
- IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year above written

Signatories

FACULTY OF NURSING AND MIDWIFERY, FACULTY OF NURSING, KHONKAEN UNIVERSITY UNIVERSITY OF PUTHISASTRA by an authorized officer by an authorized officer Signature: Signature: Name Name Assistant Prof. Dr. Sauwamas Khunlan Theunnade Head of Nursing Position: Position: Dean EN IIN In the presence of: In the presence of: Signature Signature Name: Assistant Prof.Dr.Kanittha Volrathongchai Prof. Dr.R. AnbinEzhilan Name Position Associated Dean for Strategy Planning, International Affair Vice President for International Position: and Information Technology Affairs and Research Date 21 tebruary Date

EXECUTED for and on behalf of