



Memorandum of Understanding Between Princeton in Asia [PiA], United States

and Khon Kaen University By Language Institute of Khon Kaen University, Thailand

Princeton in Asia (PiA), a United States based not-for-profit whose mission is to create cross-cultural understanding between Asia and the United States, and Khon Kaen University by the Language Institute (KKULI) whose key missions are to run English language instructions for the Khon Kaen University students and to administer and develop the Khon Kaen University English Proficiency Test. We are collaborating to offer a unique fellowship experience for talented graduates with a desire to contribute to our joint missions. Our goal with this collaboration is to provide support and services to the community, to give capable young people the opportunity to learn about Asia through immersive work experiences, and to create a cadre of Americans with a marked interest and meaningful experience in working with Asian organizations.

Shared Responsibilities:

PiA fellowships are established with the expectation of long-term collaboration and require that all stakeholders (host organization, the PiA office, and the PiA fellow) contribute to the fellowship, commensurate with their abilities and resources. These shared responsibilities are defined as:

•*PiA*: PiA is responsible for recruiting appropriate candidates based on KKULI's needs, vetting candidate applications, conducting a rigorous interview and selection process, and finding the correct fit for KKULI Just as importantly, PiA will prepare, orient, and train fellows as well as provide insurance coverage¹ and support services including a network of safety advisors and in country contacts, security advice and monitoring of local conditions, professional mentorship, site visits as necessary, and post-fellowship counseling and references.

¹The travel medical and emergency evacuation policy will cover the PiA Fellow is brokered by Cultural Insurance Services International (CISI) and underwritten by ARCH Insurance Company. The policy includes emergency medical evacuation coverage, emergency assistance provided by Team Assist, as well as sick visits at 100% (after a \$50 deductible per illness/injury). There are coverage exclusions as outlined in the benefits plan. Some of these exclusions include dental and vision needs, skin diseases, termination of pregnancy, treatment for sexual dysfunction, treatment by a chiropractor, treatment of a congenital condition, or injuries sustained while participating in extreme sports. There is coverage for Accidental Death & Dismemberment and Repatriation of Remains. No home country coverage is provided.

- •PiA Fellow: The fellow is responsible for preparation, immunizations and contributing towards transportation to the site in Asia (when necessary). As timing permits, the outgoing PiA fellow will be responsible for initial training of the incoming fellow as the fellowship changes hands.
- •Host Organization. KKULI is responsible for providing the necessary paperwork for a work visa residence permit (as available). This shall include assistance for application for a non-immigrant visa. KKULI will moreover provide an immersive, supportive, and challenging work environment with clear responsibilities and a supportive supervisor. The Fellow should be provided mentorship and responsibilities that allow for a reasonable work-life balance.

Selection Process:

PiA will recruit interested applicants, undertake a rigorous reference check and application process, conduct first and second-round interviews in January and select teachers for KKULI PiA will make the official Fellowship offer to the candidates. Upon acceptance of a Fellowship, PiA will notify KKULI of each candidate's acceptance and put him/her in direct touch with KKULI to complete formalities.

Timing:

PiA's annual recruiting and interviewing cycle runs from September through February. Selection typically occurs in March and April, with PiA Fellows arriving to begin work responsibilities in June, July, or August

Eligibility and Qualifications:

The fellow must have obtained a Bachelor's degree with the additional qualifications and characteristics listed below:

- Training of teaching of at least 50 hours
- TEFL Certification

Terms and Benefits:

Position:

English language teacher

Location:

Based in Khon Kaen, Thailand.

Duration:

The Host Organization hereby agrees to contract the PiA Fellow for one academic year. The PiA Fellow hereby agrees to work for the Host Organization upon the terms and conditions of this Agreement and to perform the required duties to the best of the PiA Fellow's knowledge and ability.

Term of Contract:

Start date: Approximately July 22, 2019 / End date: Approximately May 31, 2020

A 1-year extension is possible through consent of both parties.

Position Reports to:

Director of Khon Kaen University Language Institute

Khon Kaen University, Khon Kaen, Thailand

Stipend:

KKULI shall pay the PiA Fellow an hourly stipend of 500THB. The Fellow will

teach between 14-15 hours per week or 220.5 hours per semester.

Additional teaching hours are a possibility for Fellows seeking more work per

week, with negotiations conducted through PiA and KKULL

Housing:

The PiA fellow is responsible for finding housing for the duration of the fellowship.

PiA will support and assist the fellow as necessary through the PiA network.

Holidays:

Where holidays, sick leave and other such benefits are concerned, the PiA fellow

will follow the rules and regulations for KKULI employees. As the terms of contract is on the hourly basis, PiAs are free to spend the hours outside the assigned

teaching hours on their preference.

Health Benefits:

Health Benefits will be covered through the Princeton in Asia program. KKULI is

not responsible for covering health insurance or emergency evacuation costs.

Visa:

KKULI will arrange the required documentation and bear the cost to obtain a non-

immigrant B Visa and work permit for one year.

Job Description:

Teaching Khon Kaen University students English language according to the

programs of each faculty.

General KKULI Responsibilities:

KKULI agrees to:

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- ☐ Provide the PiA Fellows with regular feedback and guidance on work responsibilities, as required;
- ☐ Provide the PiA Fellows with a comfortable working environment, including an office, classroom, or desk depending on the Fellow's responsibilities;
- ☐ Provide advice and information regarding housing, transport, security, and other matters related to the PiA Fellows' stay in Thailand;
- ☐ Maintain regular communications with PiA.

Negotiations:

Negotiations regarding remuneration and benefits will be handled at the institutional level between KKULI and PiA. Individual PiA fellows will not be allowed to negotiate their contract details or benefits that have been institutionally agreed upon If PiA fellows attempt to engage in such negotiations, they will be referred back to the PiA home office in Princeton, New Jersey.

Termination:

KKULI has the freedom to terminate an individual fellow's employment prior to the end of the contract date with due cause PiA expects that if KKULI is not satisfied with the fellow's performance, KKULI will discuss the problems with the fellow, develop a plan for improvement and notify PiA in advance so that PiA might assist in addressing the problems.

Confidentiality:

The PiA Fellow will be informed that information and communications in which s/he may be involved during his/her tenure are the property of KKULI and may not be distributed or shared outside of the organization during the tenure of the fellow and afterwards without the express consent of KKULI.

Force Majeure:

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Agreement insofar as such liability arises from an event of Force Majeure, provided that the Party affected by such an event takes all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. A "Force Majeure" is an event beyond the reasonable control of a Party which makes that Party's performance impossible or so impractical as reasonably to be considered impossible, and includes, but is not limited war, civil disorder, earthquake, fire, explosion, flood or other adverse weather conditions, strikes, confiscation or any other actions by government.

Entire Agreement and Severability

This agreement constitutes the entire agreement of the parties hereto. Any prior agreements, oral or written, in conflict with this Agreement shall be null and void.

Should any matters that are not provided for in this memorandum arise, PiA and KKULI should consult on these matters and draft a valid supplemental agreement for signature. No modifications of this Agreement shall be effective unless done in writing and signed by the Parties.

If any of the provisions of this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Partiers hereto shall be construed and enforced accordingly.

Conclusion:

PiA, its fellows, and KKULI will regard the present memorandum as the basis for cooperation. The memorandum will continue year-to-year provided both parties mutually agree on items and conditions. Should any matters that are not provided for in this memorandum arise, PiA and KKULI should consult on these matters and draft a valid supplemental agreement for signature.

Duration:

This MOU is effective upon the day and date signed below and executed by the duly authorized representatives of the parties to this MOU and shall remain in effect for five years. The extension and termination of this MOU can be done by mutual consent of the two parties.

Authorized to sign and on behalf of Princeton in Asia

Maggie Dalon

Executive Director

Princeton in Asia NJ 08542 USA

Date: Jun 30, 2019

Authorized to sign and on behalf of Khon Kaen University

Professor Surasakdi Wongratanacheewin (Ph.D.)

Dean of Graduate School and Acting Vice

President for Education

Khon Kaen University

Khon Kaen, Thailand

Date.

17, 2019