

**ARTICULATION AGREEMENT ON MEKONG REGION  
LAW SCHOOL CONSORTIUM  
(MoA 1/2019)**

FACULTY OF INTEGRATED SOCIAL SCIENCES  
KHON KAEN UNIVERSITY, NONGKHAI CAMPUS

and

LAW DEPARTMENT  
YADANABON UNIVERSITY

Building upon the Memorandum of Understanding already in effect between Yadanabon University (YU) <sup>YDB</sup> and Khon Kaen University (KKU) and in recognition of their common interest in developing bilateral and regional academic relations, the Faculty of Integrated Social Sciences, Khon Kaen University, Nongkhai Campus (hereinafter referred to as "FISS") hereby enter into this Articulation Agreement on Mekong Region Law School Consortium with the Law Department of Yadanabon University (hereinafter referred to as "YU Law") <sup>YDB</sup>.

**I. General Statement**

Both parties wish to enter into this Articulation Agreement (1/2019) to spell out the research and education programs related to the establish and operation of a "Mekong Region Law School Consortium" (hereinafter sometimes referred to as "Consortium").

**II. Mekong Region Law School Consortium**

*II.A. Description*

- 1) The "Mekong Region Law School Consortium" is a collaboration among law faculties/departments in the Greater Mekong Subregion (Cambodia, China-Guangxi and Yunnan, Laos, Myanmar, Thailand and Vietnam) to facilitate joint research and publication, annual symposia and scholarship support for consortium member students. Assuming available funding, FISS will support faculty members and students from law faculty/departments who are members of the Mekong Region Law School Consortium as follows:
  - a. Priority for financial and other scholarship support for students and junior faculty members to attend English language law degree and non-degree programs at FISS.
  - b. Priority for financial and other support to attend and present papers at annual symposia on subjects relevant to law and legal education in the Greater Mekong Subregion. Subject to the level of local member support, and available funding, the location of the annual symposia will be rotated among Consortium members.

- c. Editing support to finalize acceptable English language research and articles for publication in FISS's forthcoming "Mekong Region Law and Public Policy Research" paper series and other English language law journals. When the Consortium is fully established, this paper series will come under the operation of the Consortium.
- 2) A board of directors will be established for the Mekong Region Law School Consortium. Board members will consist of one member representing each consortium member faculty/department. Funders who support the Mekong Region Law School Consortium may also be invited to be representative members of the Board.
- 3) FISS will establish a Secretariat for the management of the Mekong Region Law School Consortium and for administrative support for the implementation of Consortium research and educational programs. The Secretariat will also serve the Board of the Mekong Region Law School Consortium.

#### *II.B Membership*

- 1) Membership in the Mekong Region Law School Consortium is limited to one law faculty/department from each GMS country or region (Cambodia, China-Guangxi, China-Yunnan, Laos, Myanmar, Thailand and Vietnam).
- 2) Membership in the Mekong Region Law School Consortium will first be determined according to bilateral agreements between FISS and other law faculty/departments in the Greater Mekong Subregion. When the consortium is established with at least four members, a new multilateral agreement shall be negotiated and established among the existing members with a goal to expand the Consortium to a total of seven law faculties/departments from the Greater Mekong Subregion.
- 3) Pursuant to this Articulation Agreement, <sup>YDB</sup> ~~YU~~ Law hereby joins FISS as a member of the Mekong Region Law School Consortium.

#### *II.C Future Agreement(s)*

- 1) Further details regarding Mekong Region Law School Consortium benefits outlined in Section II.A.1 above will be set forth in future agreements between FISS and Consortium members law faculties/departments, preferably multilaterally among Consortium members, but where necessary bilaterally between FISS and individual Consortium members.
- 2) Further details on the operation and management of the Mekong Region Law School Consortium will be determined according to multilateral agreement of all Consortium members.

### **III. General Provisions**


- 1) This Agreement shall terminate five (5) years from the date of execution or at the conclusion of the Memorandum of Understanding between the university parties, whichever comes earliest, and shall be reviewed by both parties at the end of such term and may at that time be updated and signed for an additional period of time to be specified in the updated document. As stated in this Agreement, the parties intend that this Agreement shall eventually be substituted by a multilateral agreement among all the members of the Mekong Region Law School Consortium.

- 2) Either party hereto may terminate this Agreement at any time upon one hundred eighty (180) days advance written notice, subjects to the terms of Section III.3 below.
- 3) If the Agreement is terminated, students/faculty members who have been admitted to any programs, supported by any scholarship, invited to any symposia or engaged in completing publishable research will be allowed to continue such activities as long as they are in good academic standing or employment at either ~~YU~~ Law or FISS.
- 4) <sup>YDB wai</sup> YU Law and FISS will be represented in the operation of the terms and benefits of this Articulation Agreement by their appointed Board member of the Mekong Region Law School Consortium. <sup>YDB wai</sup>
- 5) Any obligations under this Articulation Agreement are dependent on available funding to carry out its terms.
- 6) This Agreement shall be governed by and interpreted in accordance with the laws of Singapore. In the event of any disputes under this Agreement, the parties shall first try to solve the dispute through mediation to be followed, if necessary, by binding arbitration in Singapore.
- 7) The terms of this Agreement may be modified or amended on written consent of the parties. These changes shall be appended to the original agreement with the effective date.

This Articulation Agreement is entered into during the Year 2019.

For Faculty of Integrated Social Sciences  
Khon Kaen University, Nongkhai Campus

For the Law Department  
Yadanabon University

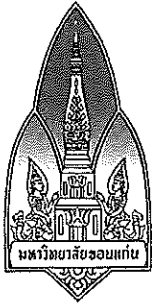


Dr. Apirat Petchsiri, Dean  
Date:

16-05-19

<sup>wai</sup>  
27/5/19

Dr. Wai Wai Myint, Head of Department  
Date:



ARTICULATION AGREEMENT ON CENTER FOR  
ADMINISTRATIVE LAW AND  
PUBLIC PROCUREMENT STUDIES AND  
RELATED RESEARCH, ACADEMIC EXCHANGE  
AND OTHER COLLABORATIONS

FACULTY OF INTEGRATED SOCIAL SCIENCES  
KHON KAEN UNIVERSITY, NONGKHAH CAMPUS

and

LAW DEPARTMENT, YADANABON UNIVERSITY  
MANDALAY, MYANMAR

Building upon the Memorandum of Understanding already in effect between Yadanabon University and Khon Kaen University (KKU), dated January 22, 2019, and in recognition of their common interest in developing bilateral and regional academic relations, the Law Department, Yadanabon University, Mandalay, Myanmar (hereinafter referred to as "YU Law") and the Faculty of Integrated Social Science, Khon Kaen University, Nongkhahi Campus, Thailand (hereinafter referred to as "FISS") hereby enter into this Articulation Agreement (MoA 2/2019) on the establishment of a "Center for Administrative Law and Public Procurement Studies" at YU Law as well as joint research, academic exchange and other collaboration relating to the development of administrative law and public procurement studies in the Greater Mekong Subregion.

**I. General Statement**

Both parties wish to enter into this Articulation Agreement (2/2019) to spell out the research and education programs related to the establish and operation of a "Center for Administrative Law and Public Procurement Studies" at YU Law and related joint research, academic exchange and other collaborations.

**II. Center for Administrative Law and Public Procurement Studies**

*II.A. Establishment and Initial Funding*

- 1) YU Law and FISS will jointly establish a Center for Administrative Law and Public Procurement Studies (hereinafter the "Center") at the YU Law Campus.

- 2) Funding for the establishment and operation of the Center will be provided by third-party supporters of FISS. There is already a commitment of \$50,000 (Fifty Thousand United States Dollars) for the establishment and initial operation of the Center. FISS will have no obligations under this MoA in the event that third party financial support is not forthcoming.
- 3) For the operation and staffing for the Center, YU Law will provide a location on YU campus. YU Law will have no obligation under this MoA if the event that third-party funding support is not provided pursuant to Article II.A.b above.
- 4) All equipment and staffing costs associated with the initial establishment and operation of the Center will be provided by third-party sources.
- 5) To ensure long terms sustainability and operation of the Center, YU Law and FISS will immediately begin seeking additional funding (beyond the initial establishment/operational funding provided pursuant to Article I.A.2 above) from foundations, government departments and corporate sponsors.

### II.B Center Operations

- 1) YU Law and FISS will each nominate one Co-Director to serve as joint manager of the Center. The Co-Directors will report to the Department Head of YU Law and Dean of FISS.
- 2) Activities of the Center should under most conditions be approved in advanced by both the Department Head of YU Law and Dean of FISS. Ratification after the fact of Center activities will be allowed.
- 3) Day to day management of the activities of the Center shall be handled by the respective Co-Directors.
- 4) Additional staffing should be comprised of two junior academics from YU Law interested in researching about and specializing in administrative law or public procurement law. Assistance will be provided by student assistants and researchers from either YU Law or FISS. The appointment of additional staffing and student assistants and researchers shall be a joint determination of the Co-Directors of the Center. Additional staffing and additional researchers shall be compensated at local Myanmar rates.
- 5) Compensation to the respective Co-Directors will be determined and approved jointly by the Department Head of YU Law and Dean of FISS.
- 6) The website and promotions for the Center shall be handled by a third-party provider, with links to the websites of YU Law and FISS included. The content of promotional materials and the website shall be approved by the Department Head of YU Law and Dean of FISS.
- 7) YU Law will endeavor to ensure that the Center Co-Director appointed by FISS will be able to obtain a multiple entry business visa to enter Myanmar to carry out Co-Director functions.

### II.C Center Activities

- 1) In November of each year, the Center shall prepare a two-year activities plan. The first year of that plan shall consist of activities that will definitely proceed during the first year, with funding secured and allocated. The second year of the plan will focus on desired activities, with no obligation that they be ultimately carried out, until funding is secured and allocated and the Department Head of ~~YU~~ Law and Dean of FISS have approved the year 2 plan.  
YDB <sup>was</sup>
- 2) A draft plan for Center activities in Year 1 (December 1, 2019 to November 30, 2020), with proposed budget, and Year 2 (December 1, 2020-November 30, 2021) without budget, is attached as Exhibit A. The Department Head of ~~YU~~ Law and Dean of FISS shall approve this initial plan before October 31, 2019.  
YDB <sup>was</sup>
- 3) As part of the Center's activities, FISS will provide full scholarships to two ~~YU~~ Law scholars/students to attend and pursue the FISS LLM Degree in Research. Candidates for this scholarship and degree program must have sufficient English language abilities and must intend to specialize in administrative law or public procurement law. The parties understand that the two scholars are being cultivated to work for the Center during and after the award of the FISS degree. This support is provided in accordance with Articulation Agreement No. 1/2019 entitled "Articulation Agreement on Mekong Region Law School Consortium" between the parties. FISS shall have no obligations to provide such scholarships without the third-party funding support. Support for the aforementioned scholarships is in addition to the \$50,000 commitment identified in paragraph II.A.2 above.  
YDB <sup>was</sup>
- 4) As part of the Center's activities, FISS will support a symposium on "Administrative Law in the Greater Mekong Subregion" to be held at ~~YU~~ Law in November/December 2020. This support is provided in accordance with Articulation Agreement No. 1/2019 entitled "Articulation Agreement on Mekong Region Law School Consortium and Dual Degree Program" between the parties between the parties. FISS shall have no obligations to provide such support without the third-party funding support. Support for the aforementioned symposium is in addition to the \$50,000 commitment identified in paragraph II.A.2 above.  
YDB <sup>was</sup>
- 5) In addition to the initiatives set forth in Sections II.C.3 and 4 above, all other initial planned activities of the Center are attached in Exhibit B.

### III. General Provisions

- 1) This Agreement shall be in effect for a term of five (5) years from the date of execution (or until the January 22, 2019 Memorandum of Understanding concludes, whichever comes earlier). At that time, this Articulation Agreement (MoA 2/2019) shall be reviewed by both parties and may be extended, updated and signed to cover an additional period of time to be specified in the updated document.
- 2) Either party hereto may terminate this Agreement at any time upon ninety (180) days advance written notice, subjects to the terms of Paragraph IV.3 below.
- 3) If this Articulation Agreement is terminated, any uncompleted research, existing academic collaboration and/or on-going advisory activities of the Center shall be completed, as long as there is sufficient funding to properly conclude such activities. Any students/faculty members who have been admitted to any programs, supported by any scholarship, invited to any symposia

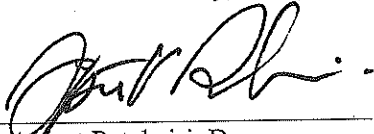
or engaged in completing publishable research will be allowed to continue such activities, as long as they are in good academic standing or employment at either ~~YU~~ Law and/or FISS.

YDB <sup>Wai</sup>

- 4) Any obligations under this Articulation Agreement are dependent on available funding to carry out its terms.
- 5) This Agreement shall be governed by and interpreted in accordance with the laws of Singapore. In the event of any disputes under this Agreement, the parties shall first try to solve the dispute through mediation to be followed, if necessary, by binding arbitration in Singapore.
- 6) The terms of this Agreement may be modified or amended on written consent of the parties. These changes shall be appended to the original agreement with the effective date.

This Articulation Agreement is entered into during the Year 2019.

For the Faculty of Integrated Social Sciences  
Khon Kaen University, Nongkhai Campus



Dr. Aprat Petchsiri, Dean

Date: 16-5-19

For the Law Department  
Yadanabon University

Wai 27/5/19

Dr. Wai Wai Myint, Head of Department

Date: