



**MEMORANDUM OF UNDERSTANDING  
FOR ACADEMIC COOPERATION  
BETWEEN  
FACULTY OF HUMANITIES AND SOCIAL SCIENCES  
KHON KAEN UNIVERSITY  
AND  
DEUTSCHER AKADEMISCHER AUSTAUSCHDIENST E.V.  
GERMAN ACADEMIC EXCHANGE SERVICE**

Whereas the **Faculty of Humanities and Social Sciences, Khon Kaen University**, a university established under the laws of Thailand and having an address at 123 Moo 16 Mittraphap Road, Nai-Muang, Muang District, Khon Kaen 40002, Thailand (hereinafter referred to as "**HUSO-KKU**")

and

The **Deutscher Akademischer Austauschdienst e. V.** (German Academic Exchange Service), a registered association under the district court Bonn, number VR2107 and having an address at Kennedyallee 50, D-53175 Bonn (hereinafter referred to as "**DAAD**"), represented by its Secretary General, Dr. Dorothea Rüländ, who is represented by Dr. Birgit Klüsener, seeking to improve understanding between their respective academic institution and to establish mutually beneficial collaborations benefiting students, researchers and academia, have agreed to sign this Memorandum of Understanding (hereinafter referred to as the "MoU") as a first step toward achieving these shared goals.

NOW THEREFORE PURSUANT THERETO, the Parties hereby agree as follows:

**1. Lectureships**

With the aim of supporting German studies – language, culture and literature – in the University, contributing to their academic and institutional development and consolidation, agree on the following terms to include in the DAAD annual notice of its Program of Support of German Lecturers in Foreign Universities a vacancy for such a post in the mentioned University.

- (a) The Direction of the DAAD will propose a candidate for the post of Lecturer at the Department of Western Languages;
- (b) The Lecturer will have to be approved by HUSO-KKU in writing to DAAD. The candidate will have to fit the profile and duties defined by HUSO-KKU and enter into a legally binding contract with HUSO-KKU wherein all the relevant terms and conditions will be stipulated.
- (c) The Lecturer is exempted from HUSO-KKU's time recording.

- (d) With the approval of HUSO-KKU, the Lecturer will be entitled to apply to DAAD and HUSO-KKU for renewal of his/her post, on an annual basis, for a maximum of five academic years.
- (e) HUSO-KKU will formalize a contract with the Lecturer on taking up his/her academic post using the terms and conditions of existing employment contract for academic employee as it will be adapted to fit the requirements of this MoU.
- (f) DAAD will grant the Lecturer a monthly subsidy and provide medical insurance (self-financed).
- (g) The DAAD Lecturer has to perform teaching duties assigned by the department, HUSO-KKU, provide information on DAAD scholarships and to create and maintain links with German universities.
- (h) The DAAD Lecturer is subject to the specific duties and responsibilities outlined by HUSO-KKU which includes:
  - Annual minimum KPI
  - a. Perform 12-15 hours of teaching.
  - b. Provide consultation regarding German language, culture, and higher education for HUSO-KKU staff.

## 2. **JOINT PROPERTY**

- (1) The Parties agree that any intellectual property rights arising from or in connection with any programme or activity under this MoU, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon in writing.
- (2) Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this MoU, unless otherwise mutually agreed upon in writing by the Parties.

## 3. **CONFIDENTIALITY**

- (1) The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MoU save where the same is already in public domain.

## 4. **DURATION AND TERMINATION**

- (1) This MoU shall take effect on and from the date of execution of this MoU and shall continue to be effective for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing.

- (2) Notwithstanding clause 4 (1) above, this MoU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.
- (3) Notwithstanding clause 4 (2) above, the provisions of this MoU or any other written agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.

## 5. NOTICE

- (1) Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or facsimile (which shall be acknowledged by the other Party) to the Parties at the address and facsimile number as stated below:
  - (a) If to HUSO-KKU: The Faculty of Humanities and Social Sciences,  
Khon Kaen University, 123 Moo 16 Mittraphap Road,  
Nai-Muang, Muang District, Khon Kaen 40002, Thailand  
Attention: Asst. Prof. Wassamill Watcharakaweesilp  
E-mail: wsangu@kku.ac.th
  - (b) If to DAAD: Deutscher Akademischer Austauschdienst  
Kennedyallee 50  
53175 Bonn  
Germany  
Attention: Head, Scholarships Asia and the Pacifics  
E-mail: strowa@daad.de

## 6. MISCELLANEOUS

- (1) This MoU may be modified, varied or amended at any time after due consultation and with the written agreement of both Parties.
- (2) The Parties acknowledge that all visits or exchange of staff, students or administrators will be subject to compliance with the entry and visa regulations of the Faculty of Humanities and Social Sciences, Khon Kaen University and with the respective Party's requirements with respect to staff and student visits.
- (3) This MoU is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
- (4) The Parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.



- (5) Any disputes arise from this MoU shall be settled amicably by the Parties, arbitration process may be used in case Parties still have different interpretation of the terms of this MoU.

**IN WITNESS THEREOF**, the Parties have caused this MoU to be executed by their duly authorized representatives.

For and on behalf of  
**HUSO-KKU- the Faculty of Humanities  
and Social Sciences,  
Khon Kaen University**

For and on behalf of  
**DAAD – Deutscher Akademischer  
Austauschdienst e.V.**



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Name: Assoc. Prof. Orathai Piayura, PhD  
Dean of the Faculty of Humanities  
and Social Sciences,  
Khon Kaen University UNIVERSITY



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Name: Dr. Birgit Klüsener  
Director of the Department Scholarships

Date: 22 FEB 2021

Date: 27.01.2021

In the presence of

In the presence of



.....  
Name: Asst. Prof. Wassamill Watcharakaweesilp  
Assistant to the Dean for  
Student Development, Art and Culture  
and German Program Chair



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Name: Christian Strowa  
Designation: Head of Department ST34