

MEMORANDUM OF UNDERSTANDING
Between
THE FACULTY OF MEDICINE, KHON KAEN UNIVERSITY,
KINGDOM OF THAILAND
And
GIFU UNIVERSITY SCHOOL OF MEDICINE, JAPAN

PREAMBLE

The Faculty of Medicine, Khon Kaen University, Kingdom of Thailand and Gifu University, Japan (hereinafter referred to as “the parties”) have decided to continue their partnership on the basis of the agreement signed on January 23, 2014. By signing this Memorandum of Understanding (MoU), both parties agree to reaffirm the objectives of facilitating cooperation and exchange, and to strengthen their ties based upon the principles of mutual benefit and respect for each other’s autonomy.

The parties hereto agree as follows:

A GENERAL PROVISIONS

1. Both parties declare their intention of co-operating in field of study, teaching, research and continuing education.
2. The co-operation takes the form of the exchange of students and members of the academic and administrative staff. In addition, joint academic projects shall be encouraged. The co-operation includes academic subjects and relevant areas of institutional administration.
3. Subsidy, if available, may be made to persons taking part in these exchanges for their travel and living costs by Gifu University School of Medicine and the Faculty of Medicine, Khon Kaen University, as appropriate. It is of considerable importance that the program be so designed that minimal additional costs be incurred by participants, especially students. Conditions of insurance and liability laid down by the host institution apply to the participants in the exchange program.
4. Exchange students and researchers participating under the terms of this Memorandum of Understanding (MoU) shall be subject to the rules of the institutions and national and local regulations of the host country including immigration laws, foreign exchange laws, and foreign trade laws.
5. This MoU shall not be construed as any transfer, assignment or infringement of any intellectual property rights between the two parties.
6. Both parties shall collect, process, use, disclose and otherwise manage personal information only for the purposes of fulfilling their obligations under this MoU.

7. Neither party shall disclose the information identified as confidential to any other person or organization without the prior written consent of the other.
8. The host institution shall provide exchange students and researchers with both the necessary information about visas and the relevant documents and all other assistance for visa applications as may be required by the immigration laws and regulations of the host country. However, it shall be the sole responsibility of the exchange students and the researchers to complete the procedures.
9. The host institution shall grant exchange students access to the same facilities and services available to its own students. The host institution shall also make all relevant facilities including laboratories available to researchers.
10. Details and implementation of individual programs shall be approved by the parties and be specified in a separate agreement.
11. The parties agree that each party shall consult in good faith and negotiate to reach mutually acceptable decision for the liability for the death or injury of any person or damage to any property arising from the conduct of any projects and/or programs pursuant to this MoU.
12. Neither party shall be liable for any failure or delay to perform its part of this MoU when such failure is due to Act of God, war, armed conflict, civil disturbance, legal restrictions, riots, insurrections, strikes, earthquake, flood, fire, pandemic disease or any cause beyond the control of the parties; provided that a written notice of the commencement and cession of the circumstances excusing performance shall be as quick as possible.
13. The existence, validity, construction, operation and effect of this MoU shall be determined in accordance with and governed under the laws of Kingdom of Thailand and Japan.

B RULES APPLIED TO STUDENT EXCHANGE

1. A student must be officially enrolled at the home institution and in good standing for application for participation in the exchange program. Participants will be selected by their home institutions and applications will be completed and sent to the host institution for official acceptance.
2. The period of exchange shall be up to one (01) academic year. Extensions may be granted only on approval by both parties.
3. Exchange students shall be registered as “Non-Degree-Seeking” students at the host institution.
4. Both parties will assist students participating in exchanges by arranging living accommodations, either in dormitories or off-campus housing. The students are

responsible for paying room and board at the host institution.

5. Exchange students shall pay regular tuition and other fees to their home institution in accordance with the institution's rules and regulations. The host institution shall waive application, admission, and tuition fees from incoming exchange students. Exchange students shall be responsible for other expenses such as books, travel expenses, room and board, health insurance, medical care, passports and visas applications.
6. Each party shall designate an individual to act as academic adviser to provide exchange students with advice in regards to academic and logistical matters.
7. The acceptance of course work (lectures, seminars, etc.) taken at the host institution and the measure of achievement attained there must be commensurate with the prevailing testing and learning evaluations standards of the home institution. Each party will receive a performance evaluation for each student at the host institution. It shall be the sole responsibility of the home institution to decide how many transfer credit units exchange students may receive for courses taken at the host institution.
8. Both parties will attempt to provide information about the students desirous of taking part in the exchange by 1st April each year. The number of exchange students shall not exceed two (2) annually on the basis of the host institution's academic calendar. It is expected that the number of exchange students calculated in students/semester will balance over the effective term of this MoU.
9. Exchange students shall pay for health and accident insurance as designated by the host institution.
10. The host institution reserves the right to require exchange students to return to their home institution who, during the course of the exchange, face financial difficulties, fail to satisfactorily apply themselves to their studies, or violate any established regulations and laws. At the time of returning, incurred costs (e.g. for travel, freight, and additional costs arising from private contracts concluded by the exchange students in the host country) shall be borne by the exchange students themselves.
11. Upon completion of exchange student's studies at the host institution, he/she must return to the home institution, unless this requirement is waived in writing by the home institution. The host institution shall not prevent exchange students from returning home on time.

C RULES AND RECOMMENDATIONS FOR INSTRUCTIONAL AND ADMINISTRATIVE STAFF INTERCHANGE

1. The parties shall actively promote faculty exchanges during the mutually agreed periods.
2. Faculty exchanges and collaborations may assume various forms, such as individual

E. EXCHANGE OF INFORMATION

Information shall be actively exchanged between the parties. "Information" refers to academic materials, research results, techniques related to research and teaching, data regarding students and faculty members, and research and publication materials.

F. CONTACT PERSON

1. To facilitate the smooth execution of this MoU, each party shall designate a contact person to administer its exchange program:

Khon Kaen University:

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Associate Dean for International Relations and Cooperation Strategies
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Gifu University

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G. EXECUTION OF PROGRAM

1. This MoU shall remain in place for five (05) years from January 23, 2019. Modifications of the MoU can only be undertaken in written form and with mutual agreement. This MoU shall be effect for five (5) years and is renewable upon mutual written agreement by the parties unless terminated by either party.
2. The MoU shall be revised if necessary, based on the mutual agreement of the parties at any time during the five (05) years.
3. Notice to terminate this agreement must be given by 31 December, to take effect the first day of the following April. Notification of termination shall not affect the status of exchange students who have already been accepted for programs initiated prior to the termination of this MoU. Any projects and/or programs in progress at the time of

short and long-term visits to the institutions, joint projects in research and development and co-authorship of publications. The parties shall promote such activities, all of which are subject to applicable copyrights and other laws of the respective countries as well as the rules and regulations of each institution.

3. Interchange partners will receive their monthly salaries and benefits from their home institutions for the duration of the interchange.
4. The appropriate administrator at both parties in each particular case, approves an interchange in their area of responsibility.
5. A certain flexibility is advisable and desirable in determining teaching responsibilities both with regard to the teaching discipline area and to departmental and curricular assistants, and other duties at the host institution.
6. Each participant shall be responsible for his/her accommodation fee at the host institution. Host institution may assist the participants in finding accommodation.
7. The researchers shall acquire liability and personal accident insurance against injuries, death and damages to property depending on their period of study at the host institution.
8. It is expected that teachers participating in the interchange involve themselves in the welfare and advising of the exchange students from their respective home institution and that they promote the relations between both parties by establishing and facilitating contacts between staff and members interested in future interchange opportunities.
9. Both parties declare their intention to interchange members of the administrative and support staff. The person taking part, the length of the interchange, the nature of the program, and other aspects of content and organization will be agreed upon separately in writing between the chief administrative officers of both parties, or their authorized representatives.

D. CARRYING OUT OF JOINT PROJECTS

1. Both parties declare their intention to carry out joint projects in field of research where a mutual interest of the academic staff of each party is expressed.
2. Joint research and development projects and co-author publications implemented under this MoU shall be forwarded through collaboration between the two parties in accordance with the Convention on Biological Diversity (CBD). The ownership of any intellectual property rights acquired through such joint research and development projects and co-authorship in research publications shall be determined through consultation by both parties, and the ownership shall be specified in a separate agreement.

termination shall remain in force and all the provisions stipulated in this MoU shall remain applicable to the exchange students.

4. For the terms and conditions not specifically set forth at this MoU, both parties agree to consult and negotiate to reach mutually acceptable decisions.
5. This MoU is drawn up and executed in duplicate in English with both documents having equal effect. Each party to the MoU shall retain one (01) copy. Any translation of this MoU in another language shall be for reference only and shall not bind the parties.

Signatures

For Khon Kaen University



Associate Professor Charnchai PANTHONGVIRIYAKUL, MD

Dean, Faculty of Medicine

Acting President, Khon Kaen University

Date: Mar / 02 / 2019

Month Day Year

For Gifu University



Dr. Fumiaki SUZUKI

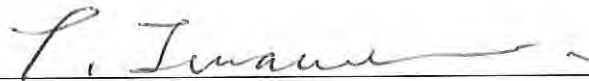
Executive Director

(International Affairs and Public Relations)

Vice President

Date: Mar / 01 / 2019

Month Day Year



Professor Toru IWAMA, MD, PhD

Dean, Gifu University School of Medicine

Date: 02 / 27 / 2019

Month Day Year