



JAMES COOK UNIVERSITY
ABN 46 253 211 955

and

KHON KAEN UNIVERSITY

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on the day of 2021

BETWEEN **JAMES COOK UNIVERSITY ABN 46 253 211 955** a body corporate established under the *James Cook University Act 1997* (Qld) of 1 James Cook Drive, Townsville, 4811 in the State of Queensland

(in this MOU called “**JCU**”)

AND

KHON KAEN UNIVERSITY of 123 Mittraphap Road, Muang, Khon Kaen, 40002, Thailand

(in this MOU called “**KKU**”)

1. STATUS OF THIS MEMORANDUM OF UNDERSTANDING

- 1.1 This document is not intended to be legally binding.
- 1.2 This document may be the basis for the preparation of formal contracts or agreements between the parties. For the purpose of implementing each specific contract or agreement activity, both institutions shall prepare the necessary documentation which shall be the object of a Specific Agreement/Contract, to be executed by the concerned parties.
- 1.3 The parties do not intend to enter into any legal relationship unless and until such formal contracts or agreements are executed.

2. OBJECTIVES OF THE PARTIES

- 2.1 KKU and JCU desire to work together to expand cooperation and the exchange of ideas in areas of mutual interest.
- 2.2 KKU and JCU wish to carry out programs and activities in cooperation with each other.
- 2.3 KKU and JCU may wish to undertake programs in the areas of:
 - (a) exchange of teaching staff and researchers;
 - (b) joint development of research projects;
 - (c) joint organisation of scientific and cultural events;
 - (d) exchange of students;
 - (e) exchange of members of their technical and administrative staff;
 - (f) shared courses and subjects
 - (g) articulation

3. COORDINATION AND MANAGEMENT

- 3.1. To fulfil the aims of this MOU the parties shall each appoint a coordinator to develop and manage the joint activities undertaken, specific details of which 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. PROMOTIONAL MATERIAL

4.1. All promotional material used by either party relating to this Memorandum of Understanding must be submitted to the authorised representative of the other party for approval in writing prior to publication.

4.2. The authorised representatives for approval are set out below:

(a) KKU:

President
Khon Kaen University

(b) JCU:

Director, International
James Cook University

5. DURATION AND TERMINATION

5.1. This MOU shall become effective on the date this document is signed by the parties and shall remain in force for a period of three (3) years.

5.2. Upon the completion of this term, the MOU may be revised, upon the assent of both institutions, and such renewal shall take the form of a new Memorandum of Understanding or of a specific Agreement or Contract.

5.3. Either party may at any time terminate the MOU by the giving of 90 days written notice.

6. RELATIONSHIP BETWEEN THE PARTIES

6.1 Nothing contained in this document shall be construed as constituting a joint venture, partnership or formal business arrangement of any kind between the parties or of appointing either party as an agent of the other.

7. NOTICES

Any notices, or any form of communication between the parties to this MOU shall be in writing and shall be considered to have been served:

- (a) in the case of delivery by hand, on the day of the delivery;
- (b) in the case of delivery by post, on the 7th business day after posting;
- (c) in the case of communication by facsimile, upon the sender receiving a transmission report confirming the successful transmission of that facsimile; and
- (d) In the case of communication by email, at midday on the day following the successful despatch of the message.

8. VARIATION

8.1 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.

SIGNATURES OF PARTIES

SIGNED for and on behalf of **KHON KAEN UNIVERSITY**
by an authorised officer:

Signature Charnchai Pal.
Name Charnchai Panthongviriyakul, MD
Position President
Date 29 July 2021

In the presence of:

Signature Ajirany
Name Apichat Jiravuttipong, MD
Position Dean, Faculty of Medicine
Date 29 July 2021

SIGNED for and on behalf of **JAMES COOK UNIVERSITY**
ABN 46 253 211 955 by an authorized officer:

Signature _____
Name Sandra Harding
Position Vice Chancellor and President
Date 17 September 2021

In the presence of:

Signature _____
Name Mrs Karyn Clay
Position Executive Assistant
Date 17 September 2021