# MEMORANDUM OF UNDERSTANDING ON ACADEMIC RESEARCH AND COOPERATION BETWEEN SRINAKHARINWIROT UNIVERSITY (SWU), THAILAND AND UNIVERSITY OF NORTHERN IOWA (UNI), UNITED STATES OF AMERICA

UNI and SWU seek to promote cooperation and advancement of international understanding. Considering their common interest in promoting mutual cooperation in the area of education and research, both parties, therefore, wish to expand the basis for friendly and cooperative educational exchange and academic collaboration, and have set forth the following Memorandum of Understanding (MOU). Nothing in this agreement shall be constructed as creating a legal relationship between parties except as specifically provided in this MOU.

## ARTICLE I

#### PURPOSE

The purpose of the MOU is to develop academic and educational co-operation and to promote relations and mutual understanding between both universities.

# ARTICLE II

## SCOPE OF ACTIVITIES

Both universities undertake to promote and develop academic co-operation in the following ways:

- 1. Encouraging academic exchange and cooperation between the universities.
- 2. Joint research activities in areas of mutual interest.
- 3. Inviting faculty members, research scholars and/or students for academic visit and exchange.
- 4. Exchange of publications and other teaching materials.
- 5. Co-sponsoring seminars, courses, workshops and other academic meetings on matters of mutual benefit.
- 6. Assistance with developing relations and cooperation with industry and other institutes in each country.
- 7. Developing joint dual degree programs at multiple levels. The details to be considered by both parties, with possible separate development and agreement, according to appropriate college and department requirements.

## ARTICLE III

#### ACTIVITIES AND FINANCIAL ARRANGEMENTS

- 1. Both universities agree that all specific arrangements and plans for activities are to be negotiated and are dependent on the availability of funds and resources for each such activity.
- 2. Both universities agree to seek financial support from national and international organizations for the cooperative activities to be undertaken as stated under the terms of this MOU.

#### ARTICLE IV

#### AGREEMENT OF IMPLEMENTATION

A detailed description of the scope of any activity described in this MOU and agreed to by the parties shall be defined in a written and signed Agreement of Implementation, which shall supplement this MOU.

An Agreement of Implementation will include such items as:

- 1. Elaboration of the responsibilities of each institution for the agreed upon activity.
- 2. Schedule(s) for the specific activity.
- 3. Budgets and sources of financing for each activity.
- 4. Any other items deemed necessary for the efficient management of the activity, for example, procedures for and ownership of intellectual property rights (see Article V below).

#### ARTICLE V

#### INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION

- 1. UNI and SWU will share all data and research findings relating to this MOU; and ownership of any patent rights, copyrights, and other intellectual property rights to any discoveries, inventions, and products resulting from this MOU that may be commercially useful will be determined based on the contributions of UNI and SWU.
- 2. Both parties must give written approval for the utilization and publication of any data and research finding resulting from a joint activity relating to this MOU.
- 3. Detailed management of Intellectual Property Rights and Publications shall be defined in the Agreement of Implementation of each activity.

# ARTICLE VI

### SETTLEMENT OF DIFFERENCES

Any differing viewpoints or interpretations of this MOU shall be settled amicably by mutual consultation or negotiation.

## ARTICLE VII

# MISCELLANEOUS

- 1. This MOU can only be amended in writing by mutual consent of the two parties.
- 2. This MOU shall be in effect from the date of its signing and be valid for the duration of 5 (five) years from that date, and will be automatically renewed on an annual basis thereafter, unless terminated or replaced with a new MOU.
- 3. This MOU may be terminated by either party by written notice at least 6 (six) months in advance. In case the MOU ceases to be in effect on account of termination thereof, the provisions of the Agreement for Academic Cooperation shall continue to apply to the extent necessary to secure the continued implementation of existing activities as agreed upon in the agreement.

This MOU is written in English in 2 (two) copies, both of which are authentic. As witness to their consent to this MOU, the appropriate authorities hereunto provide their signatures.

For the University of Northern Iowa

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Dr. Kurt Meredith The Assistant Provost for International Programs (Interim) <u>IF November</u> 2009 Date

For the Srinakharinwirot University

Associate Professor Somchai Chuchat The Vice President International Relations

Nov. 30, 2009 Date