

MEMORANDUM OF UNDERSTANDING BETWEEN ROI ET RAJABHAT UNIVERSITY, THAILAND AND UNIVERSITY OF SOUTH-EAST ASIA, CAMBODIA

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

The ROI ET RAJABHAT UNIVERSITY is a state-run university under the jurisdiction of the office of the Commission on Higher Education, Ministry of Education. It was initially founded as a basic teacher training college and promoted to Roi Et Rajabhat Institute in 2001. In 2004, Roi Et Rajabhat Institute was upgraded to Roi Et Rajabhat University with principal office address at 26 Roi-et-Ponthong Road, Selaphoom, Roi-et, Kingdom of Thailand represented by its President, Asst. Prof. Wichit Kummantakhun, Ed.D., hereinafter referred to as "RERU"

And

The UNIVERSITY OF SOUTH-EAST ASIA, was established and operated through Sub-decree No. 63 dated 07 July 2006; duly signed by His Excellency Prime Minister Hun Sen under Prakas No. 802 dated 09 July 2007 of the Ministry of Education Youth and Sports (MoEYS) with office address at 7 January Road, Wat Bo Village, Sangkat Salakamreuk, Siem Reap Municipality, Siem Reap Province, Kingdom of Cambodia duly represented herein by its President, Mean Sothy, Ed.D., hereinafter referred to as "USEA".

WITNESSETH THAT:

WHEREAS, RERU and USEA agree to cooperate on exchange programs based on equality and reciprocity;

WHEREAS, the exchange of faculty, students, researchers, scholars, administrative staff and academic information and materials shall enhance research and educational process for both parties;

WHEREAS, the exchange program shall promote academic and educational cooperation and promote mutual understanding between the respective faculty, students and scholars of the parties;

NOW, THEREFORE, in consideration of the above, the Parties hereby agree as follows:

- 1. The universities agree to develop the following collaborative activities in academic areas of mutual interest:
 - a) Exchange of faculty, students, researchers and administrative staff;
 - b) Exchange of academic information and research publication;
 - c) Conduct of joint research projects and joint degree programs;
 - d) Conduct of joint lectures, conferences, training and symposia;
 - e) Exchange of academic information materials, library cooperation and credit transfer;
 - f) Promote other academic cooperation as agreed by both universities.
- 2. The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed upon between the faculties, schools or institutes which carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.
- 3. It is understood that the implementation of any of the types of cooperation stated in clause 1 may be restricted depending upon the availability of resources and financial support at the universities concerned.

- 4. All collaborative activities and exchanges under this general MOU shall not be conducted or enforced unless a specific Activity Agreement is executed between the parties herein observing the same formalities and all limitations specified herein.
- 5. Nothing shall diminish the full autonomy of either institution, nor will any constraints be imposed by either upon the other in carrying out the agreement.
- 6. Should any collaborative research activity under this Agreement result in any potential for intellectual property, both universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise. This understanding shall be based on the laws, rules and guidelines then implemented in each university.
- 7. Subject to the governing law of each institution's jurisdiction regarding public records, the universities agree not to use or disclose to anyone information belonging to the other party which is disclosed in connection with this Agreement which is of confidential nature and agree not to make any announcements of any nature in respect to this Agreement without the consent of the other party hereto.
- 8. This agreement may be amended or modified by a written agreement signed by the representatives of both universities.
- 9. In the event of any unforeseen incident during collaborative activities in either country, both universities agree to negotiate a mutually acceptable solution.
- 10. As far as practicable these solutions shall be incorporated in the specific agreements mentioned in clause 4.
- 11. This agreement is valid for a period of five (5) years from the date of signing by the representatives of both universities. This agreement shall be renewed after being reviewed and renegotiated by both universities.
- 12. This Agreement may, at any time during its period of validity, be terminated by one of the universities, upon prior notice to the other in writing not later than six (6) months before the termination date.
- 13. Should any disagreement arise out of the application, interpretation or implementation of this Agreement, the universities shall endeavor to exercise best efforts to negotiate their differences. Alternative methods of dispute resolution shall be exhausted before resort to court litigation.

IN WITNESS WHEREOF, the parties hereunto set their hands on/.................

On behalf of
ROI ET RAJABHAT UNIVERSITY

Asst.Prof. Wichit Kummantakhun, Ed.D.

President

On behalf of

UNIVERSITY OF SOUTH-EAST ASIA

Mean Sothy, Ed.D.

President

RERU WITNESS

USEA WITNESS

Dr. Sothan Yoeung

Vice President in charge of Graduate School

Asst.Prof. Thanaporn Pantawee, Ph.D.

Vice President for Academic and International Affairs