



Curtin University

MEMORANDUM OF UNDERSTANDING

For the Development of Academic Collaboration

between

**CURTIN UNIVERSITY,
Perth, Western Australia**

And

**SUAN SUNANDHA RAJABHAT UNIVERSITY,
Bangkok, Thailand**

MEMORANDUM OF UNDERSTANDING FOR THE DEVELOPMENT OF ACADEMIC COLLABORATION

1. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

The Parties to this Memorandum of Understanding are:

CURTIN UNIVERSITY, ABN 99 143 842 569, a body corporate established under the *Curtin University Act 1966* (WA) of Kent Street Bentley, Western Australia 6102 ('Curtin').

SUAN SUNANDHA RAJABHAT UNIVERSITY, located at 1 U Thong Nok Rd, Dusit, Dusit District, Bangkok 10300, Thailand ('SSRU').

2. INTERPRETATION

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders
- (c) If a word or phrase is defined its other grammatical forms have a corresponding meaning.
- (d) A reference to a clause or a Schedule is a reference to a clause or, a schedule to, this Memorandum of Understanding.

3. FIELD OF COLLABORATION

The Parties wish to enter into this Memorandum of Understanding (MoU) to explore opportunities for academic collaboration.

This MoU records the intention of the Parties in relation to the academic collaboration and the principles upon which such collaboration will be conducted.

4. AGREEMENT NOT BINDING

This MoU is being signed by the Parties to evidence their in principle non-binding intentions. The Parties acknowledge that, except for clause 9 (confidentiality) and 11 (use of name and logo), no legally binding obligations are intended to arise between them as a result of the signing of this document. Binding obligations are only intended to arise upon signing by the Parties of a formal written agreement. Any action taken by any Party in anticipation of approvals will be at the sole risk of that Party. Neither Party can commit the other financially or otherwise to third parties.

The Parties agree and acknowledge that nothing contained in this MoU constitutes any of them as agent, partner or trustee of any other of them, or to have authority or power to act for, or create or assume any responsibility or obligation on behalf of, any other Party.

5. OBJECTIVES

The objectives of the Parties under this agreement are to:

- (a) work together and share information about their organisations to enhance each other's understanding of each Party's academic capabilities subject to confidentiality requirements of each Party; and
- (b) establish a working relationship targeted to the Parties' specific requirements and interests.

6. COOPERATION

The Parties agree to cooperate to:

- (a) exchange information relating to their scholarly activities in fields of mutual interest;
- (b) conduct study tours, as mutually agreed in writing between the parties, prior to the commencement of this activity; and
- (c) provide Study Abroad opportunities to undergraduate and graduate level students as mutually agreed in writing between the parties prior to the commencement of this activity.

The costs incurred by a Party in facilitating the activities associated with this cooperation between the respective institutions, will be the sole responsibility of that institution unless other arrangements have been agreed by the Parties in writing.

The Parties will use their best endeavours to foster academic collaboration between the institutions throughout the term of this MoU.

7. AGREEMENTS

Each activity or project to be initiated under this MoU will be subject to a further written agreement between the Parties to facilitate the implementation of the specific academic programs. Such agreements will set out the obligations of the parties in respect of the academic program including but not limited to funding, responsibilities and contributions of each Party, intellectual property ownership and protection, confidentiality, risk allocation and indemnity obligations to be undertaken by each Party.

8. TERM

The term of this MoU will commence on the date of execution for a period of five (5) years. The MoU may be extended for a further period by the mutual agreement in writing of the Parties under mutually agreed terms and conditions.

Either Party may terminate this MoU at any time during the term by the provision of three (3) months written notice of termination to the other Party.

9. CONFIDENTIALITY

Each Party is to treat all confidential information owned by the other Party, including all information or material disclosed in relation to this MoU as confidential and, subject to clause 12 (Foreign Arrangements Act) shall not disclose or permit the same to be disclosed to a third party without the written authorisation of the disclosing Party. It shall be the responsibility of each Party to ensure that confidential information is only disclosed to those of its officers, employees or agents engaged in the performance of an academic program on a strictly "need to know basis" and have such officers, employees or agents sign written confidentiality undertakings as may be required.

This provision shall survive the termination or expiration of this MoU.

10. VARIATION

A provision of this MoU may not be varied or modified except by a separate written instrument which is signed by a duly authorised signatory of each Party.

11. USE OF NAME AND LOGO

Neither party shall use the name or logo, or any variation thereof, of the other party without first obtaining its written consent and subject to any directives which may apply to that written consent including compliance with a Party's brand policies and style guidelines.

12. FOREIGN ARRANGEMENTS ACT

The Parties acknowledge that Curtin is subject to *Australia's Foreign Relations (State and Territory Arrangements) Act 2020 (Act)*, and that this MoU is notifiable under the Act. As such, Curtin must notify the Minister of this MoU and:

- (a) provide a copy of it to the Minister;
- (b) details of the MoU (including its title, date, party names, and whether a Ministerial declaration has been made in respect of it) will be published on a publicly available online register;
- (c) the Minister may make various declarations in respect of this MoU, including that it is invalid, unenforceable, or must be varied or terminated; and
- (d) the parties must cooperate in good faith to comply with the Act and any declaration made under it.

Signed for and on behalf of CURTIN UNIVERSITY by

Simon W

Signature of Authorised Signatory

SIMON WINETROURE

Name

DIRECTOR CURTIN ENGLAND

Title

08 AUGUST 2023

Date

In the presence of

[Signature]

Signature of Witness

Name KATAYA ASANASIRISILA

Signed for and on behalf of SUAN SUNANDHA RAJABHAT UNIVERSITY by

[Signature]

Signature of Authorised Signatory

Chutikarn Sriviboon

Name

President

Title

8 / 8 / 2023

Date



In the presence of

[Signature]

Signature of Witness

Name Napasri Suwanajote

Curtin University

And

Suan Sunandha Rajabhat University

Contact Information for Memorandum of Understanding

<u>Name of Institution & Contact Details</u>	<u>Level of Cooperation</u>	<u>Type of Cooperation</u>
<p>Institution Name: Suan Sunandha Rajabhat University</p> <p>Address: 1 U Thong Nok Rd, Dusit, Dusit District, Bangkok 10300, Thailand</p> <p>President: Associate Professor Dr. Chutikarn Sriviboon</p> <p>Contact Person: Napasri Suwanajote Position: Dean of the Faculty of Humanities and Social Science Address: 1 U Thong Nok Rd, Khwaeng Dusit, Khet Dusit, Bangkok, 10300 Thailand Telephone: +66 (0)2 160 1283 E-mail: napasri.su@ssru.ac.th</p>	<p><u>Curtin</u> <input type="checkbox"/> Faculty Specify:</p> <p>√ University wide</p> <p><u>SSRU</u> <input type="checkbox"/> Faculty Specify:</p> <p>√ University wide</p>	<p>√ Academic Cooperation</p>
<u>Curtin's Initiating Academic School / Faculty & Contact Details</u>	<u>Curtin's Additional School / Faculty & Contact Details</u>	<u>Comments</u>
<p>Contact Name: Associate Professor Simon Winetroube</p> <p>Faculty/School: Global Curtin / Curtin English</p> <p>Address: Building 208, Room 324, Kent Street, Bentley WA 6102, AUSTRALIA</p> <p>Position: Director, Curtin English Telephone: +618 9266 3251 E-mail: Simon.Winetroube@curtin.edu.au</p>	<p>Contact Name: Mr Guy Harris</p> <p>Faculty/School: Global Curtin - International Business Development</p> <p>Address: Building 100, Room 206, Kent Street, Bentley WA 6102, AUSTRALIA</p> <p>Position: Manager, Transnational Partnerships and Development Telephone: +618 9266 1475 E-mail: guy.harris@curtin.edu.au</p>	