



MEMORANDUM OF UNDERSTANDING

The parties make this Memorandum of Understanding (MOU) in accordance with the Details and Terms.

DETAILS	
UNE	<p>Name University of New England ABN 75 792 454 315 Address Armidale NSW 2351 Contact Person Professor Brigid Heywood Vice Chancellor and CEO Telephone (02) 6773 2004 Email vc@une.edu.au</p>
CMU	<p>Name Chiang Mai University Address 239 Huay Kaew Road, Muang District, Chiang Mai, Thailand, 50200 Contact Person Clinical Professor Niwes Nantachit, M.D. President, Chiang Mai University Telephone +66 53 942936 Fax +66 53 942920 Email president@cmu.ac.th</p>
Introduction	<p>UNE is a public university located at Armidale in regional New South Wales, Australia.</p> <p>Chiang Mai University, established as a public university under the Chiang Mai University Act 2508 (1965), is a public and autonomous university established under the Chiang Mai University Act B.E 2551(2008) and located at 239 Huay Kaew Road, Muang District, Chiang Mai, Thailand.</p> <p>This MOU demonstrates an intention by UNE and CMU to negotiate a cooperative arrangement with a view to entering a separate legally-binding Agreement to promote international academic cooperation.</p>
Proposed Activities	<p>The parties intend to work together to promote cooperation in the areas of</p> <ul style="list-style-type: none"> a) institutional exchanges between faculty and staff from each partner institution; b) acceptance of undergraduate and graduate students of each partner institution for periods of study and/or research; c) organization of symposia, conferences, short courses and meetings on research issues; d) exchange of information pertaining to developments in teaching, student development and research institutions; e) mutually promote information and activities of the other Party within the scope of the Memorandum of Understanding on their respective websites (subject to prior written approval); and

	f) cooperation in any other areas as agreed to by the Parties from time to time.
Facilitation	For UNE, the designated person is Head of Law School, Prof Michael Adams. For CMU, the designated person is Dean of Faculty of Law, Asst. Prof. Dr. Nuthamon Kongcharoen.

TERMS

1. Legal Effect of this MOU

- 1.1 This MOU is not intended to be legally-binding and no legally-binding rights or obligations are intended to, or do, arise as a consequence of the signing of this MOU.
- 1.2 Without in any way limiting clause 1.1, the parties acknowledge that by signing this MOU they do not agree, finalise or make any concluded terms or bargain, and that no such concluded terms or bargain will exist between the parties unless and until a separate legally-binding Agreement is agreed and signed by them both.
- 1.3 Actions taken by either party in reliance on this MOU will be at that party's sole risk.

2. Scope of co-operation

- 2.1 By entering into this MOU, the parties intend to promote a climate of open exchange and cooperation in areas of mutual interest and in particular, the Proposed Activities set out in the Details.
- 2.2 Matters of detail relating to specific cooperative activities, projects and other matters relating to the implementation of this MOU will, if appropriate, be negotiated and executed under a separate legally-binding Agreement and any relevant supporting agreements.

3. Separate legally-binding Agreement

- 3.1 The conditions for progressing from this MOU to a separate legally-binding Agreement (if appropriate) include:
- (a) a documented evaluation and review of the relationship during the period of this MOU;
 - (b) demonstrated mutual benefit to the parties;
 - (c) clear and defined objectives for the proposed formal relationship; and
 - (d) negotiation and settlement of all the terms and conditions to be included in the separate legally-binding Agreement.

4. Facilitation

The cooperation will be overseen by designated representatives of the parties set out in the Details.

5. Period of MOU

This MOU ends five years after the date of signing, or when the parties sign a separate legally-binding Agreement, or when either party ends it by giving 60 days written notice to the other party, whichever occurs first. UNE may terminate this MOU immediately on notice if it considers (in its absolute discretion) that the MOU may be inconsistent with the Guidelines to Counter Foreign Interference in the Australian University Sector <https://www.education.gov.au/ufit>, including if the MOU impinges on academic freedom, research ethics or is found to be subject to export controls.

6. Relationship

Nothing in this MOU creates an agency, partnership, joint venture or employment relationship between the parties or any of their respective officers, employees, contractors or agents.

7. **Governing Law**

The laws of each country of the parties apply to this MOU. In the event of any inconsistency in laws, the laws of New South Wales, Australia apply. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in that State, including any courts of appeal.

Brigid Heywood.

Professor Brigid Heywood
Vice Chancellor and CEO
University of New England

Nuthamon Kongcharoen.

Assistant Professor Dr Nuthamon Kongcharoen
Dean of CMU Faculty of Law
Chiang Mai University

Shannon Holmes.

Witness

SHANNON
HOLMES

Date: 22/3/2022

Dr. Nawaporn Saeneewong Na Ayudhaya.

Witness Dr. Nawaporn Saeneewong Na Ayudhaya

Date: 22/3/2022

