

MEMORANDUM OF UNDERSTANDING BETWEEN

UNIVERSITY OF LOUISIANA AT LAFAYETTE, THE RAY P. AUTHEMENT COLLEGE OF SCIENCES, USA AND THE FACULTY OF SCIENCE, KASETSART UNIVERSITY, THAILAND

ARTICLE I: INTRODUCTION

- §1. This Agreement is entered into between University of Louisiana at Lafayette, Ray P. Authement College of Sciences, USA, one party, (UL Lafayette) and the Faculty of Science, Kasetsart University, Thailand, the other party (KU). Both schools are convinced that academic exchange and cooperation will promote the development of research and other academic activities and wish to specify the terms under which they are regulated at both schools.
- §2. The Agreement covers all categories of members of the Faculty of Science, KU and College of Sciences, UL Lafayette, such as undergraduate students, graduate students (including Ph.D. candidates), technical staff, researchers, lecturers, and professors.
- §3. A list of the contact persons is attached in the General Annex to this Agreement.

ARTICLE II: SCOPE OF THE AGREEMENT

- §1. The parties hereto agree to promote cooperation in academic fields of mutual interest through the following:
 - 1. Exchange of faculty members, researchers, and staff;
 - 2. Exchange of graduate students, including joint degree programs;
 - 3. Conducting joint research activities;
 - 4. Holding lectures and symposia; and
 - 5. Exchange of information and academic publications.
- §2. The actions can be asymmetric, i.e. in one direction guest students may visit UL Lafayette, while in the other direction staff/researchers may visit KU.

ARTICLE III: FINANCIAL MATTERS

§1. This Agreement does not place any financial obligation on KU or on UL Lafayette to provide financial support, nor is there any funding allocated under the Agreement. Therefore, actions under this Agreement are made on a "best effort" basis.

- §2. Fees: For researchers performing only research without taking courses, or not seeking a degree at the host university, both parties agree to not charge fees. (This is deemed not to include accommodation fees.) Costs incurred by the host university will be covered by the host university. In the case of exchange students or joint degree students taking courses at the host university, then tuition and fees may be charged by the host party. However, a discount of some, or all, of the tuition and fees may be offered by the host university, at its discretion, depending on the circumstances for each individual exchange.
- §3. **Funding of research visits:** The researcher must, in order to undertake a research visit, have secured financial support through grants or other funding sources prior to being accepted by the host party for the visit. These sources of funding must be specified in letters of invitation setting out the terms before each researcher exchange. Additional financial arrangements can be set up between institutions to support the researchers' exchanges.

ARTICLE IV: VISIT DETAILS

- §1. **Health Insurance:** In order to be accepted for a visit, the researcher and students must demonstrate that they have secured adequate health insurance. It is the researcher's responsibility to arrange this insurance.
- §2. Credit transfer: In the case of students taking part in degree courses, or joint degree courses, a written statement must be made by the Director of Studies (or equivalent) at the home institute prior to the start of the course specifying how the credits earned at the host university will count towards the degree awarded by the home university. Such credits must be fully pre-approved by the home university.

ARTICLE V: INTELLECTUAL PROPERTY

- §1. It is recognized that the parties to the Agreement have different rules and norms concerning Intellectual Property. Where an invention is made as the result of the collaboration, the parties agree to share the IP pro rata according to the praxis of the party where the invention was made. Each inventor's ownership is then treated as if the invention were made at his or her home university.
- §2. The work of the researchers at KU and UL Lafayette may require that they sign confidentiality agreements.

ARTICLE VI: PUBLICATION AND PROMOTION

- §1. Recognising that the goal of the project is to produce scientific publications and industrial collaborations, the parties agree to keep confidential the research results until the authors agree on publication.
- §2. The parties agree to support the promotion of the project and the corresponding partner through acknowledgement of the collaboration and presentation of the project material that is the public domain.

ARTICLE VII: DISPUTES AND GOVERNING LAW

- §1. Any disputes arising from the interpretation or application of this Cooperation Agreement shall be resolved jointly by KU and UL Lafayette. In the event of non-resolution, the first step is mediation by the Presidents of KU and UL Lafayette; the second step is to refer the dispute to arbitration by an arbitrator jointly appointed by the Parties. In the event that there is no agreement on the choice of arbitrator, the arbitrator shall be appointed according to the laws of the USA.
- §2. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, USA.

ARTICLE VIII: EFFECTIVE DATE AND TERMINATION

- §1. This Agreement remains effective for a period of 5 years starting from the date of the signature indicated below. Its period of validity may be extended by mutual agreement of the parties. Either party may, by giving six months written notice to the other party, terminate this Agreement during its period of validity.
- §2. The termination notice period is two calendar years.

The parties hereto establish this Agreement by duly signing as of the respective dates written below.

Faculty of Science University of Louisiana at Lafayette, Kasetsart University, Thailand Ray P. Authement College of Sciences, USA Prof. Dr. Supa Hannongbua Dean, Faculty of Science Dean, College of Sciences Signed as of: 06 Signed as of: _ Assoc. Prof. Dr. Siree Chaiseri Dr. Jack S. Damico Acting Vice President for Research Assistant Vice President for Research, Innovation and of Kasetsart University **Economic Development** Signed as of: / 06 / 06 Signed as of: 6 / 6 / 17

by:

| Dr. David Danahar | Dr. David Danahar | Dr. David Danahar | Provost and Vice President for Academic Affairs | Signed as of: | MMY / 31 / 2017 | Dr. E. Joseph Savoie | Dr. E. Joseph Savoie | Dr. Chongrak Wachrinrat | Acting President, Kasetsart University | Signed as of: | 5 / 31 / 2017 | Signed as of: | 6 / 06 / 2017 | Dr. Chongrak Wachrinrat | Dr