



MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF LOUISIANA AT LAFAYETTE,
THE RAY P. AUTHEMENT COLLEGE OF SCIENCES, USA
AND
THE NUCLEAR SOCIETY OF THAILAND, THAILAND

ARTICLE I: INTRODUCTION

- §1. This Memorandum of Understanding (“MOU”) is entered into between University of Louisiana at Lafayette, Ray P. Authement College of Sciences, USA (“UL Lafayette”) and the Nuclear Society of Thailand, Thailand (“NST”). Both parties are in agreement that academic exchange and cooperation will promote the development of research and other scientific activities and wish to specify the terms under which they are regulated by both parties.
- §2. This MOU covers researchers with funding from the NST, including graduate students (including Ph.D. candidates), technical staff, postdoctoral and senior researchers, lecturers, and professors.
- §3. The purpose of this MOU is to specify the terms under which researchers with funding from the NST may spend a period of time at UL Lafayette, or visit a research organization or university in Thailand to pursue an academic degree, perform research or other forms of academic exchange.
- §4. A list of the contact persons is attached in the General Annex to this MOU.

ARTICLE II: SCOPE OF THE MOU

- §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 researchers may visit UL Lafayette, while in the other direction, staff/researchers may visit the NST and organizations in Thailand).

ARTICLE III: FINANCIAL MATTERS

- §1. This MOU does not place any obligation on the NST to support individual exchanges, nor is there any funding allocated under this MOU by UL Lafayette. Instead, specific funding for an exchange will be granted by the NST on a case-by-case basis based on the scientific merit of a proposal.
- §2. **Fees:** For researchers performing only research without taking courses, or not seeking a degree at UL Lafayette, both parties agree that fees will not be charged (accommodation fees are not included and will be charged). Any costs incurred by UL Lafayette will be compensated by UL Lafayette. In the case of exchange students or joint degree students taking courses at the host institutions, then tuition and fees may be charged by UL Lafayette.
- §3. **Funding of research visits:** In order to undertake a research visit, the researcher must have secured financial support through grants from the NST 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 may be set up between UL Lafayette and the NST 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 secure adequate medical health insurance coverage. Medical health insurance may be purchased upon arrival to UL Lafayette through Student Health Services or purchased in the researcher or student's home country. The medical health insurance coverage must include at least the following:
- Fifty Thousand Dollars (\$50,000.00) in medical benefits;
 - Repatriation of remains in the amount of Twenty Five Thousand Dollars (\$25,000.00);
 - Expenses associates with medical evacuation in the amount of Ten Thousand Dollars (\$10,000.00); and
 - Deductible per accident or illness in the amount of Five Hundred Dollars (\$500.00)

It is the researcher's and student's responsibility to arrange this insurance coverage.

ARTICLE V: INTELLECTUAL PROPERTY

- §1. It is recognized that the parties to this MOU have different rules and norms concerning Intellectual Property (IP). Where an invention is made and results in co-inventorship, the parties agree to share the IP pro rata, according to the laws of the party where the invention was conceived. Each inventor's ownership is then treated as if the invention were made at his or her home institution.
- §2. The work of the researchers at UL Lafayette may require that the researchers sign confidentiality agreements.

ARTICLE VI: PUBLICATION AND PROMOTION

- §1. Recognizing that the goal of the project is to produce scientific publications and industrial collaborations, the parties agree to keep the research results confidential, until the authors agree on publication, unless disclosure of confidential matter is required to be disclosed by law or regulation.
- §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.
- §3 NST may not use the name, logo, seal, trademark, or service mark (including any adaptation of them) (not including any trademarks licensed herein) of UL Lafayette or any UL Lafayette school, organization, employee, student, or representative, without the prior written consent of UL Lafayette, provided, however, that NST and UL Lafayette may generally disclose their project and working relationship in marketing and sales materials. NST hereby grants to UL Lafayette the right to use the trade name "Nuclear Society of Thailand" in sales and marketing materials (including without limitation on the website of UL Lafayette). UL Lafayette hereby grants to NST the right to use the trade name "UL Lafayette" in disclosing the relationship described under this Agreement in any sales, marketing (including the website of Nuclear Society of Thailand) or promotional materials.

ARTICLE VII: DISPUTES AND GOVERNING LAW

- §1. Any disputes arising from the interpretation or application of this MOU shall be resolved jointly by the NST and UL Lafayette. In the event of non-resolution, the first step is mediation by the Presidents of the NST 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 MOU shall be governed by and construed in accordance with the laws of the State of Louisiana, USA.


ARTICLE VIII: EFFECTIVE DATE AND TERMINATION

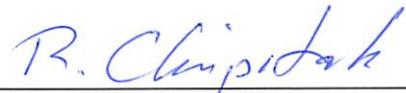
- §1. This MOU remains effective for a period of five (5) years starting from the date of the last signature indicated below. Its period of validity may be extended by mutual written agreement of the parties. Either party may terminate this MOU by giving six (6) months written notice to the other party.
- §2. The termination notice period is two calendar years.

In witness whereof, the parties hereto establish this MOU by duly signing as of the respective dates written below.

**University of Louisiana at Lafayette
Ray P. Authement College of Sciences, USA**


**The Nuclear Society of Thailand
Thailand**


by : 
Dr. Azmy S. Ackleh
Dean, College of Sciences


by : 
Ratchana Chinpitak
Secretary General
Nuclear Society of Thailand
Signed as of: / /


Signed as of: 7 / 6 / 17


Signed as of: / /

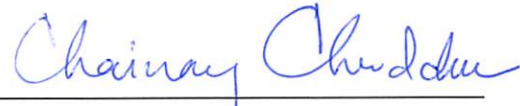
by : 
Dr. Jack Damico
Assistant Vice President for Research, Innovation
and Economic Development
Signed as of: 7 / 6 / 17

by: 
Dr. Wantanee Chongkum
Vice President, Nuclear Society of Thailand
Signed as of: / /

by : 
Dr. David Danahar
Provost and Vice President for Academic Affairs
Signed as of: 22 / 06 / 2017

by: 
Dr. Sirinart Laoharojanaphand
Vice President, Nuclear Society of Thailand
Signed as of: / /

by :  MSB
Dr. E. Joseph Savio
President
Signed as of: 6 / 22 / 2017

by : 
Maj. Gen. Dr. Chainarong Cherdchu
President, Nuclear Society of Thailand
Signed as of: / /

**GENERAL ANNEX
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF LOUISIANA AT LAFAYETTE,
THE RAY P. AUTHEMENT COLLEGE OF SCIENCES, USA
AND
THE NUCLEAR SOCIETY OF THAILAND, THAILAND**

**University of Louisiana at Lafayette
The Ray P. Authement College of Sciences**

The Nuclear Society of Thailand

College web site: <http://sciences.louisiana.edu/>

NST web site: www.nst.or.th

Contact person:

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University of Louisiana at Lafayette

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Contact person:

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Acting Nuclear Energy Counsellor
Office for Atoms for Peace
Ministry of Science and Technology

e-mail: usa.k@oap.go.th

Telephone: +66 2 -579 5230 ext. 2216

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