

MEMORADUM OF UNDERSTANDING

BETWEEN

INSTITUTE OF PHYSICAL EDUCATION

AND

NATIONAL ASSOCIATION OF UNDERWATER INSTRUCTORS

MEMORADUM OF UNDERSTANDING

This Memorandum of Understanding is made on 10th March 2015.

BETWEEN:

**NATIONAL ASSOCIATION OF UNDERWATER INSTRUCTORS, 9030 Camden Field
Parkway Riverview, FL. 33578 USA**

“NAUI”

AND

INSTITUTE OF PHYSICAL EDUCATION, an institution administered by the Government of Thailand, located at 333 Sukumvit Rd., Nongmaidang, Muang District, Chonburi 24000 Thailand

“IPE”

RECITALS:

- A: NAUI is based in FL, USA, with NAUI representatives in Thailand.
- B: IPE is a public higher education institution comprising of 17 campuses.
- C: The parties executed a Memorandum of Understanding, which commenced on 10 March 2015, providing the establishment of a general framework to co-operate in the area of staff and student exchange, curriculum designing, research development, and other general collaboration between NAUI and IPE.
- D: The parties agree that this cooperation will be advantageous for both parties on the principles of equality and mutual benefit.

NOW it is understood by their parties as follows:

It is anticipated by the parties that any formal agreement will include reference to (but not be limited to) the following issues:

1. Specific areas of co-operation

The parties intend that their discussions will consider the following area of potential of collaboration:

- NAUI and IPE designing diving curriculum in bachelor's degree (international diving course which is fit for the Thai social context).
- NAUI providing international short course programs to IPE students and staffs.
- NAUI providing international high performance diving program to support this project.
- NAUI providing support in terms of international diving course instructors to IPE.
- NAUI assisting IPE in the development of flexible delivery diving courses across 17 IPE campuses.
- IPE inviting NAUI to participate in IPE events, including providing guest lectures and key note speakers during IPE's annual international academic conference.

2. General Responsibilities of National Association of Underwater Instructors

A: Provide IPE with the necessary information and other documentation pertaining to NAUI's programs.

B: Visit IPE and host IPE visiting delegations to discuss the terms and conditions that would form longer term, specific agreements between the two parties.

3 General Responsibilities of Institute of Physical Education

A: Provide NAUI with the necessary information and other documentation pertaining to IPE programs.

B: Visit NAUI and host NAUI visiting delegation to discuss the term and conditions that would form longer term, specific agreements between the two parties.

4 Financial Arrangements

The two parties agree that they have separate financing responsibilities for this preliminary stage of cooperation and discussion. Neither party may call upon the other party for advance funding to meet advance expenditure obligations.

5 Intellectual property

A: In this clause Intellectual Property includes all copyright, all rights in relation to inventions including patents, plant varieties, trademarks (including service marks), designs, circuits layouts, all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any right to have Confidential Information kept confidential.

- B: Ownership of intellectual property, which exists prior to this Memorandum of Understanding, will not be transferred by virtue of this Memorandum of Understanding.
- C: The title to and ownership of Intellectual Property generated pursuant to this Memorandum of Understanding will vest in the party that creates it.
- D: In the case of Intellectual Property created jointly by the parties, the parties will negotiate in good faith to agree on use of the Intellectual Property on the principle that such Intellectual Property would be jointly owned by the parties in proportion to their respective contribution (financial and in-kind) to the creation of that Intellectual Property.

6 Confidentiality and Disclosure of Information

- A: The recipient, its employees, staff, researchers and students, shall treat all information and material supplied by NAUI and IPE in accordance with or pursuant to the Memorandum of Understanding as confidential.
- B: The two parties, their employees, contractors or agents shall not disclose or make public any information or material acquired or produced in connection with or by the performance of this Memorandum of Understanding without the prior written consent of the other party.

7 Names, trademarks and logos

Neither party will use the name or any identifying mark or logo of the other party in any material, advertisement, publication or other media

8 Variation

This Memorandum of Understanding may be extended with the agreement of the parties. The terms and conditions for any such extension shall be agreed in writing and signed by the two parties.

9 Termination

This Memorandum of Understanding shall cease at any time provided one of the parties gives written notice to the other of its intention to terminate the discussions referred to above. In the event of termination under this Clause, neither party can claim from the other in respect of expenditure or obligations incurrent up to the date of termination.

10 Non Binding

Other than in regards to clauses 4 and 5 this Memorandum of Understanding is a statement of intent and is not intended to create legal obligations between the parties.

11 Relationship of the parties

- A: No party to this Memorandum of Understanding has authority to bind any other party by contract or otherwise.
- B: Noting in this Memorandum of Understanding will be interpreted as creating the relationship of principle and agent or a trust, partnership, joint venture or any other form of fiduciary relationship between the parties.

12 Contact Persons

NAUI's contact for all notices is:

Name: Poosak Posayachinda
NAUI Thailand representative
Telephone: +66 80 187 000
Email: mrdumnam@gmail.com

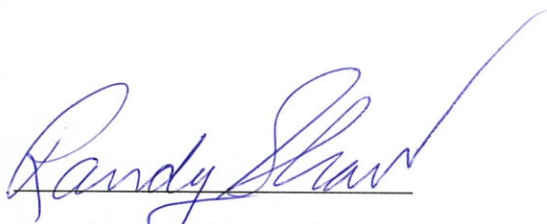
IPE's contact for all notices is:

1. Name: Assoc. Prof. Dr. Chanchai Siriphan
Vice President for Academic Affairs, IPE
Telephone: +66 38 054 217
Email: Chanchai-2549@hotmail.com
2. Name: Mr. Nopadol Jiraboondilok
Chairman of Preparatory Graduate Studies Committees, IPE
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3. Name: Mr. Asawin Maneein
Assistant to the President for Research and Education Quality Assurance, IPE
Telephone: +66 38 054 210
Email: awmni1976@gmail.com

IN ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS MEMORANDIUM OF UNDERSTANDING

**Signed for and on behalf of
NATIONAL ASSOCIATION OF
UNDERWATER INSTRUCTORS**

BY:



(Mr. Randy Shaw)

NAUI Representative

Date... 10 / March / 2015

**Signed for and on behalf of
INSTITUTE OF PHYSICAL
EDUCATION**

BY:



(Mr. Pariwat Wannaklang)

President,

Institute of Physical Education

Date... 10 / March / 2015