



**UNIVERSITY OF
CANBERRA**

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF CANBERRA

AND

INSTITUTE OF PHYSICAL EDUCATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 15th May 2014.

BETWEEN:

UNIVERSITY OF CANBERRA (ABN 81 633 873 422) a body corporate established by the *University of Canberra Act 1989*, located at University Drive, Bruce in the Australian Capital Territory.

(“UC”)

AND

The **INSTITUTE OF PHYSICAL EDUCATION**, an institution administered by the Government of Thailand having its office at 333 Sukhumvit Rd., Nongmaidang, Muang District, Chonburi 24000 Thailand

(“IPE”)

RECITALS:

- A. UC is based in Australia’s national capital. It is a comprehensive and cosmopolitan public university committed to international education, research and exchange.
- B. IPE is a public higher education institution comprising of 17 campuses ,
- C. The parties executed a Memorandum of Understanding, which commenced on 24 April 2012, providing for the establishment of a general framework to co-operate in the areas of student recruitment, staff and student exchange, credit recognition, pathway programs and other general collaboration between the University of Canberra and the IPE.
- D. The parties wish to enter this new Memorandum of Understanding (“MOU”) to expand the scope of their co-operation. This MOU will replace the Memorandum of Understanding dated 24 April 2012.
- E. The parties agree that this cooperation will be advantageous for both parties on the principals of equality and mutual benefit.

NOW it is understood by the 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 areas of potential collaboration:

- University of Canberra providing postgraduate and research degrees to IPE staff as part of IPE’s professional development program;

- Providing joint IPE and UC postgraduate degrees offshore;
- University of Canberra providing customised and short courses program to IPE staff, to be delivered onshore and/or offshore;
- University of Canberra providing English language immersion programs offshore and the parties Exploring specific articulation/credit transfer arrangements in their respective undergraduate and postgraduate courses;
- ✓ Provision of staff and student exchange program;
- University of Canberra assisting IPE in the development of flexible delivery courses across the 17 IPE campuses including sharing of course content; and
- IPE inviting University of Canberra to participate in IPE events, including providing guest lectures and key note speakers during IPE's annual international academic conference.
- ✓ University of Canberra providing support in high performance sport development
- University of Canberra providing support in Information and Communication Technology : Web TV, Interactive Classroom, Sport Software, Social Media, E-Learning, E-Library, E-Administration

2. General Responsibilities of the University of Canberra

- a. Provide IPE with the necessary information and other documentation pertaining to UC'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 UC with the necessary information and other documentation pertaining to IPE's programs.
- b. Visit UC and host UC visiting delegations to discuss the terms 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, trade marks (including service marks), designs, circuit 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 UC 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 without first obtaining written permission from the other party, such permission not to be unreasonably withheld.

8. Term

This Memorandum of Understanding shall operate for a period of three (3) years commencing on the date of signature by both parties ("Commencement Date").

This Memorandum of Understanding is intended to replace the Memorandum of Understanding dated 24 April 2012 between the parties effective from the Commencement Date.

9. 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.

10. 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 incurred up to the date of termination.

11. 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.

12. Relationship of the parties

- a. No party to this Memorandum of Understanding has authority to bind any other party by contract or otherwise.
- b. Nothing in this Memorandum of Understanding will be interpreted as creating the relationship of principal and agent or a trust, partnership, joint venture or any other form of fiduciary relationship between the parties.

13. Contact Persons

UC's contact for all notices is:

Name: Ms Glenys London
Director, International
University of Canberra, ACT 2601
Telephone: +61 (0) 2 6201 2923
Facsimile: +61 (0) 2 6202 5132
Email: glenys.london@canberra.edu.au

IPE's contact for all notices is:

Name: Ms Uraiwan Wongsukule
Position: Chief of International Affairs
Telephone: +66 38 054237, +66 89 815 4785
Fax: +66 38 054213
Email: oeje@hotmail.com

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

**Signed for and on behalf of
UNIVERSITY OF CANBERRA**

By:



Professor Stephen Parker
Vice-Chancellor and President
University of Canberra

Date: 15.5.14

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

By:



Mr. Pariwat Wannaklang
President
Institute of Physical Education

Date: 21/7/14