



# **Memorandum of Understanding**

This Memorandum of Understanding between:

Fachhochschule Dresden Staatlich anerkannte Fachhochschule University of Applied Sciences

> Güntzstraße 1 01069 Dresden Germany

(hereinafter FHD)

represented by Prof. Dr. Christoph Scholz, Rector

and

Princess of Naradhiwas University

Khok Khian, Mueang Narathiwat District, Narathiwat 96000 Thailand

(hereinafter PNU])

represented by Assoc. Prof. Dr. Rossukon Sangmanee, President

sets out the areas of international cooperation and mutual assistance each school undertakes to provide.



#### **OBJECTIVES**

The objectives of this Memorandum of Understanding are

- 1. to further the internationalization of both institutions,
- 2. to increase greater cultural understanding and appreciation,
- 3. to enhance the learning experience of our respective students,
- 4. to provide our students with the tools necessary to prepare for careers in the global marketplace,
- 5. to further the professional development of our teachers, and
- 6. to share teaching and research in the fields of study covered by both institutions.

## § 1 CONTRACTUAL OBJECT

In order to internationalize the higher education of both institutions, the FHD and the PNU hereby agree to cooperate in education, research and other related areas by developing joint projects and promote mutual exchange.

The areas of cooperation refer to the faculty of Nursing and may extend to any department or program existent in either institution.

Any specific initiative shall be subject to mutual consent, availability of funds and the approval of the responsible authorities at both institutions. Initiatives may include:

- Exchange of faculty members
- Exchange of students
- Creation of double degrees
- Organization of collaborative Summer/Winter Schools
- Joint teaching projects and study programs
- Joint research projects
- Joint publications
- Joint conferences

All specifications and further arrangements will be agreed upon separately.



#### § 2 CONTACT PERSONS

Both institutions assign a coordinator who will serve as contact person and be in charge of developing the cooperation.

Contact Person FHD: Prof. Dr. Köhler

Contact Person PNU: Asst. Prof. Dr. Fusiyah Hayee

Both institutions will create an annual activity report, which should be submitted without request by 31 March of the subsequent year, showing the cooperation activities of the institutions.

#### § 3 EXPENSES

Both institutions strive to finance their partnership. Contractual partners will cover their own costs of travel and other expenses unless otherwise agreed.

Deviating or additional financial agreements will be agreed upon separately.

#### § 4 USE OF NAMES AND LOGOS

FHD and PNU give themselves permission of all use of name and/or logo in advertisements, through the website and in promotional materials of any kind.

## § 5 CONFIDENTIALITY / OBLIGATION OF SECRECY

The contractual partners agree on confidentiality concerning official information for the duration of the cooperation as well as over and above. Furthermore, they agree on mutual information and production of mutual understanding, before involving a third party within joint projects.

## § 6 WORK RESULTS

Work results are all results, including reports and documents, which are developed during the cooperation, e.g. expertise, inventions, software development, results that are protected by copyright.

As soon as only employees of one institution produce work results exclusively, the result will be property of this institution. If employees of both institutions create work results together, both institutions own these results.

There must be a separate written agreement between the two contractual partners concerning reporting deadlines, release, registration and costs as well as defense of intellectual property.

## § 7 SCIENTIFIC PUBLICATION

Both institutions are allowed to publish their own work results. Publications, which contain work results of the other contractual partner, have to be agreed upon separately. The other

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contractual partner will not deny the publication without an important reason. As far as the other contractual partner does not deny the publication within four (4) weeks, the contractual partner gives the formal approval automatically.

## § 8 MODIFICATIONS

If either institution wishes to modify this Memorandum of Understanding, it can propose the changes in writing for consideration by the other contractual partner. If both institutions agree to the modification, a written record of such modification will be attached to this Memorandum of Understanding as an appendix. No such modification shall be effective unless it is in writing and signed by both contractual partners.

#### § 9 IN CASE OF DISPUTE

In the event of any serious dispute arising from the implementation of programs delivered under the terms of this Memorandum of Understanding, the disagreement shall be resolved by the program coordinators by correspondence, and if necessary, by convening a meeting in person before turning to any official juridical body.

## § 10 INCEPTION AND VALIDITY OF THE MEMORANDUM

This Memorandum of Understanding shall become effective upon signature by both partners for an initial period of three (3) years from the date of the latest signature. Further, the agreement extends continually for two (2) years every two (2) years, unless any of the parts communicate its termination up to three months before expiration.

Either contractual partner may terminate this Memorandum of Understanding by written notice at least six (6) months prior to the requested termination date. Such notice of termination will not interfere with cooperative programs currently underway.

In proof of compliance, the contractual partners subscribe the present cooperation agreement in two (2) copies with the same content, leaving one of them held by each of the contractual partners.

Prof. Dr. Christop Rector FHD

Prof. Dr. Marcel Köhler

Chair of Nursing and Health Care FHD

Assoc. Prof. Dr. Rossukon Sangmanee

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President PNU

Assoc. Prof. Dr. Siriphan Siriphan

Dean, Faculty of Nursing PNU

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