**AGREEMENT ON STAFF AND STUDENT EXCHANGE**

**between**

**King Mongkut’s University of Technology Thonburi, Thailand**

**and**

**XXXXXXXXXX**

According to the Memorandum of Understanding between **King Mongkut’s University of Technology Thonburi**, with its principle office located at 126 Pracha Uthit Rd., Bang Mod, Thung Khru, Bangkok, Thailand 10140 and xxxxxxxx, with its principle office located at xxxxxxxx, the two universities hereby agree on the following articles to establish the Exchange Program.

I. STUDENT EXCHANGE

1. The aim of the exchange program is to afford students an opportunity to have experience of international cooperation and exchange, as well as to gain a better understanding of Thailand and xxxxxx through education.
2. The term of study for exchange students participating in this program shall be one semester or one academic year but may be extended with the consent of both universities.
3. Each university may send to the host university Ten (10) students per academic year of the host university, on a reciprocal basis. Ten (10) Students for one (1) academic year may be counted equivalent to five (5) Students for one (1) semester.
4. The host university has the right to decide acceptance of exchange students, by taking account of recommendation issued from the home university for exchange students based on their academic record.
5. The host university will waive application fee, entrance fee, and tuition fee of the exchange students. Transportation, accommodation, food, and other personal costs will be the personal responsibilities of the students themselves. Students are required to carry adequate health insurance during the term of exchange and provide proof of such insurance to the host university.
6. The host university shall reserve or make available accommodation on campus for exchange students or assist them in locating suitable housing off campus if they so desire.
7. The exchange student is treated as either the research student or specially registered student.
8. The exchange students will be subject to the student rules of the host university, while on exchange. Exchange students will be offered the same facilities as local students.
9. Exchange students will study subjects or conduct research which are pertinent to their field of study and are offered by the host university.
10. The acceptance of course work (lectures, seminars, etc.) taken at the host university and the measure of achievement attained there must be commensurate with the prevailing testing and learning evaluation standards of the home university. Each university will receive a performance evaluation for each student at the host university.

II. FACULTY EXCHANGE

1. The two universities will actively seek to promote mutual faculty exchange for mutually agreed periods.
2. Faculty exchange may assume various forms, such as individual short-time and long-term visits of faculties, joint research and development projects.
3. Both universities will try to seek external funding sources to facilitate these exchanges.
4. Encouragement of the academic faculty to co-author publications, joint research activities and joint project possibilities is in subject to applicable copyright and / or other laws of each country, as well as rules and regulations of the perspective universities.
5. The host university will endeavor to, as much as possible, make available such facilities that will enable the faculty to obtain experience and training in its departments and institutes, including the use of its laboratories and libraries.
6. The two universities acknowledge that in the absence of an external funding agency, all expenses for travel, living and allied costs will be left to the discretion and the responsibility of the sending university.

III.EXCHANGE OF INFORMATION

Information will be actively exchanged, including information for students, information on research and study provided at the university, relevant information about faculty members and fields of research, and university publications.

IV. INTELLECTUAL PROPERTY RIGHTS

The two universities agree that the ownership of and any other rights relating to intellectual property arising from or in connection with any program or activity under this Agreement shall be determined on a case by case basis, and shall therefore be specified and agreed for each such program or activity in a separate written agreement between both universities.

V. CONFIDENTIALITY

The two parties shall always keep confidential all information and personal data. Unless compelled by law, neither personal data nor information received from the other Party shall be disclosed to any third party without obtaining the prior written consent of the individual to whom such personal data pertains. In the event that such disclosure is permitted, the University shall ensure that any third party receiving such data is bound by the confidentiality obligations set forth in this Agreement.

VI. TERMS OF IMPLEMENTATION, RENEWAL, REVISION,
CANCELLATION AND NOTICES

1. Details of the implementation of any particular exchange resulting from this Agreement shall be negotiated between the two universities.
2. This Agreement becomes effective on the day it is signed and remains valid for five years.
3. This Agreement will be renewed after five years upon the mutual consent of both universities. Each university may cancel the Agreement by notifying, in writing the other University of its Intent to do so at least six months in advance of its expiration. Projects in progress at the time of termination will remain unaffected.
4. Any amendment or modification to the present text shall be submitted for review to the competent authorities and shall not binding unless reduced to writing and signed by both parties.

***In witness whereof, the parties hereto have offered their signatures:***

King Mongkut’s University of XXXXX

Technology Thonburi

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Assoc. Prof. Dr. Suvit Sae Tia XXXXX

President XX

**Witness** **Witness**

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Assoc. Prof. Dr. Chawin Chantharasenawong XXXXX

Vice President for Internationalization XX

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_