

MEMORANDUM OF UNDERSTANDING  
*Between*  
GUANGXI DONGFANG FOREIGN LANGUAGE COLLEGE  
*And*  
HATYAI UNIVERSITY, THAILAND

This document is made and signed on the 7<sup>th</sup> of April, 2010

**BETWEEN**  
HATYAI UNIVERSITY, an institution of higher learning and a body incorporated in Thailand under the Private Higher Education Institution Act, B.E. 2546, having an address at 125/502 Polpichai Road, Hatyai, Songkhla 90110, Thailand, (hereinafter referred to as "HU") of the one part.

AND  
GUANGXI DONGFANG FOREIGN LANGUAGE COLLEGE, (hereinafter referred to as "DFFC")

**WHEREAS** it is the intention of both the parties hereto to cooperate by entering into this Memorandum of Understanding bearing the following provisions:

**Article 1**  
**PURPOSE OF AGREEMENT**

This Cooperation Program aims to foster advancement in teaching, research, and cultural understanding of both institutions through:

- The exchange of students at the undergraduate and postgraduate levels;
- The exchange of faculty members and administrative staff;
- Collaboration in research projects, seminars, conferences, and workshops;
- The exchange of academic data and information; and
- The conduct of special projects for mutual benefit.

that both institutions agree upon

**Article 2**  
**SCOPE OF COOPERATION**

**I. Exchange of Students at the Undergraduate and Postgraduate Levels**

1. The number of students for the exchange is subject to discussion between both parties.
2. HU and DFFC agree not to discriminate on the basis of race, creed, sex, or national origin in the decision whether to accept a student under the exchange program.
3. The exchange of students must satisfy the criteria as may be agreed upon by both parties.
4. Details of the students exchange program between HU and DFFC will be agreed upon in a separate Memorandum of Agreement.
5. Student Internship from both parties will be subject to discussion between both parties.

**II. Exchange of Faculty Members and Administrative Staff**

1. HU and DFFC will promote cooperation and exchange between their faculty members and administrative staff.
2. It is to be emphasized that the exchange will be based on, but not limited to, joint training programs, formulation of joint research programs, expertise concerning university administration and management, and exchange of teaching materials.
3. The release of Faculty members and administrative staff will be subject to the agreement of the head of departments concerned from both institutions.
4. The details of the Faculty and Administrative Staff Exchange program will be agreed upon in a separate Memorandum of Agreement.

**III. Collaboration in Research Projects, Seminars, Conferences and Workshops**

1. Under this Agreement, both institutions will explore the possibilities of conducting research projects seminars, conferences and workshops on a collaborative basis, with a view to promoting the image of both institutions as disseminators of the state-of-the-art knowledge in the relevant research fields as well as training programs.
2. Both institutions will settle details of such collaboration on a case-by-case basis.

**IV. Exchange of Academic Data and Information**

1. Under this Agreement, both institutions will endeavor to share teaching materials such as lecture notes and case studies, research reports, working papers, audio-visual material, software, among others, in a mutually beneficial manner.
2. Such exchange and use of the material shall not violate intellectual property guidelines and laws.
3. Both institutions will settle details of such collaboration on a case-by-case basis.

#### **V. The Conduct of Special Projects for Mutual Benefit**

Under this arrangement, both institutions shall explore the feasibility of working together on other projects deemed to be mutually beneficial and viable for both institutions.

#### **Article 3**

#### **OTHER PROVISIONS**

1. Proposals for any form of collaboration under this MOU will be submitted through the Chief Executive Office of each institution and final reports of completion of such projects must also be submitted to the Chief Executive Officer.
2. The Agreement places no financial obligations on either of the institutions. However any provision involving finance, such as salary of staff on exchange, tuition fees of exchange students and cost/profit sharing from the organization of conferences, seminars and workshops will be subject to separate negotiations to be done on a case-by-case basis.
3. Nothing shall diminish the full autonomy of either institution, nor should any constraints be imposed by either upon the other in carrying out this Understanding.

#### **Article 4**

#### **COMPETENT AUTHORITIES**

The competent authorities in the fulfillment of this Memorandum of Understanding shall be the President or Authorized Representative of DFFC and the President or Authorized Representative of HU.

#### **Article 5**

#### **DURATION**

This Agreement will be deemed to have come into force on the the 7<sup>th</sup> of April, 2010 upon signature of both parties and will be effective for duration of five (5) years from the date of signature thereof.

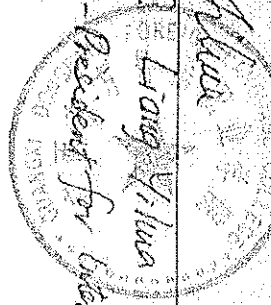
1. Any modifications concerning the Agreement in force may only be made by mutual consent writing between both institutions.
2. Either party may terminate this Agreement at any time by giving six (6) months notice in writing to the other party although such action will only be taken after mutual consultation in order to avoid any possible inconvenience to all concerned. Regardless of termination, the parties shall continue to fulfill their obligations hereunder until all participants who have commenced the program may complete the term in session at the time of the termination or work that is in progress at the time of the termination.
3. This Agreement will be renewed automatically, unless either or both parties express in writing their intention to withdraw from the cooperation, subject to a six (6) months notice period.

SIGNED FOR AND ON BEHALF OF  
GUANGXI DONGFANG FOREIGN LANGUAGE COLLEGE CHINA

*Prof. Liang Yilua*

Name: Prof. Liang Yilua  
Position: Vice-President for International Relations

WITNESSED BY



He Tao  
Name: He Tao  
Position: Director, International Department

SIGNED FOR AND ON BEHALF OF  
HATYAI UNIVERSITY, THAILAND

*Dr. Witawat Didyasarin Sattayarak*

Name: Dr. Witawat Didyasarin Sattayarak  
Position: Vice President for Planning and Development

WITNESSED BY

Supaporn Kosee  
Name: Supaporn Kosee  
Position: Assistant Dean of Faculty of Liberal Arts