



**MEMORANDUM OF UNDERSTANDING**

**between**

**UNIVERSITY OF NEW ENGLAND**  
CRICOS Provider Number 00003G

**and**

**WALAILAK UNIVERSITY**

## MEMORANDUM OF UNDERSTANDING

The parties make this Memorandum of Understanding (MOU) in accordance with the Details and Terms.

DETAILS	
<b>UNE</b>	<p>Name University of New England            ABN 75 792 454 315            Address Armidale NSW 2351            Contact Person Professor Annabelle Duncan, Vice Chancellor and CEO            Telephone +61(02) 6773 2004            Email VC@une.edu.au</p>
<b>WU</b>	<p>Name Walailak University            Address 222 Thaiburi, Tha Sala District, Nakhon Si Thammarat 80160 Thailand            Contact Person Assoc. Prof. Surin Maisrikrod            Vice President for Global Engagement and Faculty Development            Telephone +66 7567 3801            Email surin.ma@wu.ac.th</p>
<b>Introduction</b>	<p>A. UNE is a public university located at Armidale in regional New South Wales, Australia.</p> <p>B. Walailak University is an autonomous public university located in Nakhon Si Thammarat Province in southern Thailand.</p> <p>C. This MOU demonstrates an intention by UNE and WU to negotiate a cooperative arrangement with a view to entering a separate legally-binding Agreement to promote collaboration in research, teaching, and student and staff exchange.</p>
<b>Proposed Activities</b>	<p><b>1 Support for Thai Language Law Course at WU</b></p> <p>1.1 Explore opportunities for staff development, particularly in the area of fundamental legal research and research cooperation between staff of UNE and WU in areas such as comparative law.</p> <p>1.2 Explore opportunities for staff to attend short courses at the sister institutions, and exploring the legal system and the legal institutions of the other country.</p> <p><b>2 Support in establishing a PhD (Law) program at WU</b></p> <p>2.1 Support for a PhD (law) course and explore provision of Supervisors.</p>

	<p>2.2 Explore the opportunity for staff development to reduce the lecture-load of WU lecturers so that they could enrol in the PhD program on full salary, student attendance at UNE for intensive courses, and participation in on-line activities.</p> <p><b>3 Support in developing the LLB English Language Program at WU</b></p> <p>3.1 Explore the strengthening of the course by offering international lecturers presenting face to face courses by block release and WU being able to cooperate with UNE in utilizing existing on-line courses in selected subjects.</p> <p>3.2 Explore and support the opportunity for Students to attend short courses at UNE at their own expense.</p> <p><b>4 Joint Staff Development and Student Development Opportunities</b></p> <p>4.1 Discuss the opportunity for UNE and WU to organise seminars and workshops for university staff, students and the wider legal fraternity in Thailand and possibly Australia. The focus could be broader and involve the wider ASEAN community. This would also provide UNE the opportunity to promote its world class education model.</p> <p>4.2 Discuss the opportunity for each University to host staff and/or students to introduce them to the legal system and the culture of the partner country. This would include lectures, visits to legal institutions and presentations by legal practitioners including Judicial officers in both criminal and civil law.</p>
<p><b>Facilitation</b></p>	<p>For UNE, the designated person is Professor Professor Michael A Adams FAAL, Head of Law School for the University of New England.</p> <p>For WU, the designated person is Dr Nucharee Nuchkoom Smith, Lecturer, Department of Law, Faculty of Social Science and Law.</p>

**TERMS**

**1. Legal Effect of this MOU**

- 1.1 This MOU is not intended to be legally-binding and no legally-binding rights or obligations are intended to, or do, arise as a consequence of the signing of this MOU.
- 1.2 Without in any way limiting clause 1.1, the parties acknowledge that by signing this MOU they do not agree, finalise or make any concluded terms or bargain, and that no such concluded terms or bargain will exist between the parties unless and until a separate legally-binding Agreement is agreed and signed by them both.
- 1.3 Actions taken by either party in reliance on this MOU will be at that party's sole risk.

**2. Scope of co-operation**

2.1 By entering into this MOU, the parties intend to promote a climate of open exchange and cooperation in areas of mutual interest and in particular, the Proposed Activities set out in the Details.

2.2 Matters of detail relating to specific cooperative activities, projects and other matters relating to the implementation of this MOU will, if appropriate, be negotiated and executed under a separate legally-binding Agreement and any relevant supporting agreements.

**3. Separate legally-binding Agreement**

3.1 The conditions for progressing from this MOU to a separate legally-binding Agreement (if appropriate) include:

- (a) a documented evaluation and review of the relationship during the period of this MOU;
- (b) demonstrated mutual benefit to the parties;
- (c) clear and defined objectives for the proposed formal relationship; and
- (d) negotiation and settlement of all the terms and conditions to be included in the separate legally-binding Agreement.

**4. Facilitation**

The cooperation will be overseen by designated representatives of the parties set out in the Details.

**5. Period of MOU**

This MOU ends two years after the date of signing, or when the parties sign a separate legally-binding Agreement, or when either party ends it by giving 60 days written notice to the other party, whichever occurs first.

**6. Relationship**

Nothing in this MOU creates an agency, partnership, joint venture or employment relationship between the parties or any of their respective officers, employees, contractors or agents.

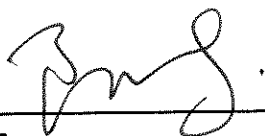


Name: Professor Michael Adams  
Title: Head of School of Law  
University of New England



Name: Assoc. Prof. Surin Maisrikrod  
Title: Vice President for Global  
Engagement and Faculty Development  
Walailak University

*open ended*



Witness

Date: 21<sup>st</sup> June 2019



Witness

Date: 21 June 2019