



Charles Sturt
University

Memorandum of Understanding

Charles Sturt University
and
Walailak University Thailand

Schedule 1 - Memorandum of Understanding Details

This Memorandum is made up of this Schedule and the Agreed Principles.

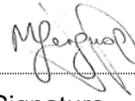
Item 1	Parties	<p>Charles Sturt University (ABN 83 878 708 551), being a university incorporated in New South Wales under the <i>Charles Sturt University Act</i> 1989 and having its registered office at The Grange, Panorama Avenue, Bathurst, NSW 2795 (Charles Sturt)</p> <p>Walailak University, a public autonomous university established under Thai law and located at 222 Thaiburi, Thasala, Nakhon Si Thammarat 80160, Thailand, was founded in 1992. It is nationally recognized as one of Thailand's top five universities for research quality and holds the distinction of being the No.1 university in the country for international research publications in high-impact journals.</p> <p>Guided by the vision of "Sustainable Growth in Quality Education and Green Environment," Walailak University has evolved into a leading academic and research institution, comprising 21 schools, three international colleges, and 25 Centers of Excellence, driving innovation, global collaboration, and societal impact.</p>
Item 2	Commencement Date	14/08/2025
Item 3	Charles Sturt Coordinating Officer	<p>Name: Mike Ferguson</p> <p>Position: Pro Vice Chancellor International</p> <p>Division: Global Office</p> <p>Organisation: Charles Sturt University</p> <p>Address: Charles Sturt University BATHURST NSW 2795 Australia</p> <p>Telephone: +61 26051 9271</p> <p>Email: mferguson@csu.edu.au</p>
	Cooperating Institution Coordinating Officer	<p>Name: Assist Professor Dr Patnarian Supakorn</p> <p>Position: Assistant to the President and Director Centre for International Affairs</p> <p>Organisation: Walailak University</p> <p>Address: 222 Thaiburi, Thasala District Nakhon Si Thammarat, Thailand 80160</p> <p>Telephone: 66 75 47 6356</p> <p>Email: patnarintra@gmail.com</p>

Execution

The signatories hereby personally warrant that they have express and sufficient legal authority to execute this Memorandum (which includes the **attached** Schedule and Agreed Principles) on behalf of the party on whose behalf they have signed.

Signature for Charles Sturt

SIGNED for **Charles Sturt University**
in the presence of

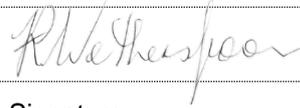


Signature

Mike Ferguson

Pro Vice-Chancellor

Witness



Signature

Fiona Wetherspoon

Executive Assistant

Date signed 8 September 2025

Signature for Cooperating Institution

SIGNED for **Walailak University**
in the presence of

Signature



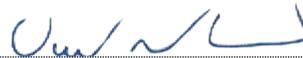
Prof. Dr. Sombat Thamrongthanyawong



President

Witness

Signature



Asst. Prof. Dr. Patnarin Supakorn

Assistant to the President

Date signed 03 Sept 2025



Agreed Principles – Memorandum of Understanding

1 Background

- (a) Charles Sturt is Australia's largest regional university and a unique multi-campus institution with major campuses at Albury-Wodonga, Bathurst, Dubbo, Orange, Port Macquarie, and Wagga Wagga.
- (b) The Gulbali Institute at Charles Sturt creates impactful integrated agriculture, water, and environment research, grounded in Charles Sturt's footprint across the Murray-Darling Basin, but with impact across Australia and globally.
- (c) Walailak University, an independent public university in Thailand, is distinguished by its strong commitment to academic excellence, innovative research, and meaningful community engagement. Strategically located near Thailand's southern coastline, Walailak University plays a leading role in advancing marine and coastal sustainability, with a focus on "Life Below Water" initiatives that contribute to environmental conservation and the well-being of coastal communities. With a diverse range of programs across 21 schools and three international colleges, the university fosters global competencies and interdisciplinary learning. Its 25 Centers of Excellence lead high-impact research addressing global challenges and local development needs.

2 Principles of Cooperation

The parties seek to collaborate in good faith on educational, research, and development initiatives aligned with each university's expertise. This collaboration will prioritise key sectors, including agriculture, water, environment, and health, to facilitate effective knowledge exchange and capacity building within the country. The implementation of these initiatives will be contingent upon securing appropriate external funding.

- **Development of Collaborative Research Projects and Programs:** Both parties seek to establish joint research projects and programs that foster knowledge exchange and capacity building. This collaboration will support academic and scientific initiatives, leveraging the expertise of Charles Sturt University's Faculty of Science and Health and Charles Sturt University Gulbali Institute for Agriculture Water and Environment, alongside Walailak University's key faculties and 25 Centres of Excellence.
- **Academic and Research Excellence:** The parties agree to promote **joint research and staff mobility** to strengthen academic collaboration and professional development. By combining their expertise in key fields—such as veterinary and health sciences (medicine, dentistry, nursing, physical therapy), environmental sciences, agriculture, aquaculture and fisheries, engineering, and sustainability—both universities aim to enhance global visibility, drive innovation, and address regional and global challenges.
- **Climate-Resilient Infrastructure:** Explore the opportunity for **the potential development of demonstration fishway passage to optimise fisheries and irrigation management in the proposed location of Southern Thailand (Pak Phanang Tidal Barrier)**—A proposed initiative in partnership with the Thai Department of Fisheries and the Royal Irrigation Department (subject to confirmation of proposed partners)

- Promotion of Sustainable Water Irrigation and Fisheries Management Strategies: Develop and implement **strategies to mitigate the impacts of droughts and floods** while establishing **sustainable basin water management systems for effective monitoring**. In support of these efforts, CSU proposes to explore delivering a **Masterclass on Fishway Development**, tentatively proposed to be scheduled for August/September 2025. This session aims to enhance technical capacity and foster knowledge exchange, leveraging **CSU's extensive research expertise**, particularly from **the FishTech project in Southeast Asia**, with a focus on collaboration with **Mekong country partners**.
- (a) Cooperative activities under this Memorandum may encompass any academic and research disciplines mutually identified by Charles Sturt University and Walailak University, reflecting the shared strengths and priorities of both institutions.

3 Term and termination

- (a) This Memorandum commences on the date specified in Item 2 of Schedule 1 and ends five (5) years from that date.
- (b) Either party may terminate this Memorandum at any time and for any reason with immediate effect by giving written notice to the other party.
- (c) Termination or expiry of this Memorandum is not intended to affect any rights or obligations under any formal agreement entered between the parties pursuant to this Memorandum or otherwise.

4 Non-binding Memorandum with exceptions

- (a) With the exception of this clause and clauses 10 (Confidentiality), 11 (Privacy) and 12 (Public Announcements), this Memorandum merely constitutes a statement of the mutual intentions of the parties with respect to its contents and each party represents to the other that:
- (i) no reliance shall be placed on this Memorandum;
 - (ii) this Memorandum does not constitute an obligation binding on either party;
 - (iii) this Memorandum does not contain all matters upon which the parties are seeking to reach agreement;
 - (iv) this Memorandum does not give rise to any contractual relationship between the parties;
 - (v) this Memorandum does not create or imply any relationship between the parties and in particular the parties expressly agree that this Memorandum is not intended to, nor shall, create a partnership, joint venture or agency relationship between the parties; and
 - (vi) this Memorandum imposes no obligation on any person to enter into any separate written agreements
- (b) Clauses 10 (Confidentiality), 11 (Privacy) and 12 (Public Announcements) create binding obligations and survive termination or expiry of this Memorandum.

5 Formalising agreements

The parties intend that any agreement for academic cooperation in relation to specific activities will be documented in a separate and formal agreement or agreements executed by the parties in accordance with the policies and procedures of each respective party.

6 Memorandum will not prevent cooperation with other parties

This Memorandum will not prevent any party from undertaking any activities or cooperating with third parties or acting independently of the other.

7 Facilitation of cooperation

- (a) In order to carry out and fulfil the aims of this Memorandum, Charles Sturt and the Cooperating Institution will each appoint a Coordinating Officer, as set out in Items 3 and 4 of Schedule, who will negotiate and manage the development of any cooperative activities.
- (b) Either party may initiate proposals for cooperative activities under this Memorandum at any time.
- (c) The Coordinating Officers will be responsible for the evaluation of any future proposals for cooperation according to the practices of each party.

8 Notices

- (a) Any notice, demand, consent or other communication given or made under this Memorandum (notice) should be sent to the Coordinating Officer for the receiving party as set out in Item 3 or Item 4 of Schedule 1.
- (b) Any notice must be:
 - (i) clearly readable;
 - (ii) signed by the party giving or making it (or signed on behalf of that party by its authorised representative); and
 - (iii) sent by pre-paid post to or left at the address or sent by email to the address of the Coordinating Officer of the recipient set out in Item 3 or Item 4 of Schedule 1.
- (c) Any notice will be taken to be received by the recipient:
 - (i) in the case of a letter, on the third (seventh, if sent outside the country in which the letter is posted) business day after the date of posting (where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt);
 - (ii) in the case of an email:
 - on the day the email was confirmed to have been sent to the email address of the Coordinating Officer of the recipient; or
 - if the time of dispatch of an email is not on a business day or is after 5.00pm (local time) on a business day, it will be taken to have been received at the commencement of business on the next business day.

9 Costs

- (a) Nothing in this Memorandum shall oblige a party to incur any cost or expense or undertake any work or take any action except as may be provided in any formal agreement executed by the parties either in connection with an activity contemplated by this Memorandum or otherwise.
- (b) Unless the parties agree in writing otherwise, each party is liable for its own costs and expenses in relation to anything arising from this Memorandum.

10 Confidentiality

- (a) For the purpose of this Memorandum, "Confidential Information" of a party means all trade secrets, knowhow, financial information, marketing, student or staff data and other commercially

or scientifically valuable information of whatever description and in whatever form (whether written or oral) which by its nature is confidential and which:

- (i) is marked by a party as confidential; or
- (ii) the parties know or ought reasonably to know is confidential,

and includes without limitation the terms of this Memorandum and all information about the parties, their employees, students, agents, policies and operations which is made available or which becomes known during the term of this Memorandum or as a result of executing this Memorandum, but does not include information that is in the public domain or that is independently known or developed by the party receiving the information other than as a result of a breach of this Memorandum or any other obligation of confidentiality owed by or to any other person.

- (b) The parties may exchange Confidential Information relevant to the purposes of this Memorandum, which includes the aims described in clause 2
- (c) Subject to clause 10(f), each party undertakes to treat as confidential all Confidential Information obtained from the other party and undertakes not to:
 - (i) disclose any such Confidential Information to any person without first obtaining the consent of the other party in writing; and
 - (ii) use or reproduce any of the other party's Confidential Information otherwise than in performing or giving effect to this Memorandum.
- (d) Each party will take such reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent any unauthorised access or use.
- (e) At any time upon written request of the other party, a party must return or destroy any documents which embody the other party's Confidential Information and must not keep any copies in any form, provided that each party may in good faith keep one copy of Confidential Information on a confidential basis for the purpose of determining any continuing legal obligations.
- (f) Each party may disclose the other party's Confidential Information:
 - (i) on a confidential basis to its employees, contractors, officers, agents and advisors who need to know it for the purpose of performing or giving effect to this Memorandum, provided that prior to disclosure the relevant party must ensure that those persons are made aware of the confidential nature of the Confidential Information and procure an assurance that any such Confidential Information will be kept confidential;
 - (ii) to the extent that disclosure is required by law, or by the listing rules of any stock exchange provided that, so far as it is lawful and reasonably practical to do so, prior to such disclosure the party subject to such disclosure requirement will promptly notify the other party and consult with the other party regarding the nature, timing and content of the proposed disclosure; or
 - (iii) on a confidential basis to the extent that disclosure is required in connection with legal proceedings.

11 Privacy

- (a) Each party agrees, in relation to all Personal Information coming into its possession or control as a result of the parties carrying out and fulfilling the aims of this Memorandum, to:
 - (i) comply with any Privacy law, as amended from time to time:
 - (A) by which it is bound; and

- (B) by which the other party is bound and in respect of which the other party gives written notice to it to comply as if it was also bound;
 - (ii) ensure the Personal Information is only used for the purpose of performing its obligations under this Memorandum and take all reasonable steps to ensure the Personal Information is protected against loss and against unauthorised access, use, modification or disclosure or against other misuse;
 - (iii) not disclose any Personal Information without the written authority of the other party or the individual to whom the Personal Information relates; and
 - (iv) immediately notify the other party where it becomes aware that a disclosure of Personal Information may be required by law.
- (b) For the purpose of this Memorandum:
- (i) "Personal Information" has the same meaning as in the *Privacy and Personal Information Protection Act 1998* (NSW), being information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.
 - (ii) "Privacy law" means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to any Personal Information.
- (c) Nothing in this clause 11 is intended to require a party to deal with Personal Information in a manner which would cause that party to breach a Privacy law by which it is bound.

12 Public Announcements

- (a) The parties agree to consult with each other before making any public announcements regarding this Memorandum or any collaboration contemplated by it.
- (b) Each party must obtain the prior written consent from the other party before it uses the other party's name or derivative thereof, or any trademark or logo of the other party.

13 Counterparts

- (a) This Memorandum may be executed in counterparts which together constitute one and the same agreement.
- (b) A duly signed and legible counterpart of this Memorandum transmitted by email or other means of digital transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Memorandum for all purposes.