



MEMORANDUM OF AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS UNITED STATES OF AMERICA

AND

THAMMASAT UNIVERSITY THAILAND

The Board of Trustees of the University of Illinois, on behalf of its campus in Chicago, Illinois, United States of America, and Thammasat University, Thailand, wishing to establish cooperative relations agree as follows.

AREAS OF COLLABORATION,

Subject to the availability of funds and the approval of the Board of Trustees of the University of Illinois and Thammasat University, collaboration will be undertaken through activities or programs such as:

- 1. Exchange of faculty members
- 2. Exchange of students
- 3. Joint research activities
- 4. Joint educational programs
- 5. Exchange of academic materials
- 6. Special short-term academic programs
- 7. Participation in seminars and academic meetings, and
- 8. Professional development programs

The terms and budget for each program or activity implemented under this agreement shall be mutually agreed upon in writing prior to its initiation. Such programs and activities shall be approved by authorized individuals from each party.

Each institution shall designate a liaison officer to facilitate timely and accurate communications between the partners.

For the purposes of this memorandum of agreement and all addenda hereto encompassing specific programs between the University of Illinois at Chicago and Thammasat University, it is understood and agreed that neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This memorandum of agreement and all addenda shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

RENEWAL, TERMINATION AND AMENDMENT

This agreement shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that it may be terminated by either party giving ninety (90) days written notice to the partner institution.

This agreement may be amended with the consent of the two institutions through a written addendum executed by authorized individuals of both institutions. Such addenda, once approved by both institutions, will become part of this memorandum of agreement.

The present agreement is signed in English, two (2) originals, all texts being equally valid.

This agreement shall be binding upon signing by authorized individuals of the University of Illinois and Thammasat University and shall be effective as of the date last written below.

IN WITNESS WHEREOF, the parties hereto have offered their signatures:

SIGNED for and on behalf of

UNIVERSITY OF ILLINOIS by

Susan Poser, PhD Vice Chancellor for Academic Affairs and Provost

DATE 2/23/16

Terri E. Weaver, PhD, RN, FAAN

enu

Dean and Professor College of Nursing

DATE 2/25/20/6

Memorandum of Agreement -TU UIC

Walter K. Knorr Comptroller

DATE

SIGNED for and on behalf of

THAMMASAT UNIVERSITY by

Somkit Lertpaithoon, PhD Rector and Professor

DATE 2/23/16

Manyat Ruchiwit, PhD

Dean and Associate Professor

Faculty of Nursing

DATE 2/24/16





ADDENDUM I TO THE MEMORANDUM OF AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

AND

THAMMASAT UNIVERSITY THAILAND

FACULTY MEMBER/RESEARCHER EXCHANGE

The Board of Trustees of the University of Illinois on behalf of its campus in Chicago, Illinois, hereinafter referred to as UIC, and Thammasat University, Thailand, hereinafter referred to as TU, hereby incorporate this Addendum I in their Memorandum of Agreement, both documents to be signed simultaneously.

PART I: FACULTY EXCHANGE

Participants will be UIC and TU teaching faculty and/or researchers in the UIC College of Nursing and the TU Faculty of Nursing. Visiting faculty members/researchers shall take part in conference, teaching and/or research activities including publications related to activities, under stays which shall not exceed the extent of one academic year (two semesters).

Salaries and all benefits shall be paid by the institution of origin. Under no circumstances shall visiting faculty be construed to be employees, agents, contracting parties, or representatives of the host institution for any purpose. Visiting faculty must abide by all rules, statutes, procedures and regulations of the host institutions.

Neither party shall be liable for damages due to any delay or default in performing its respective obligations under this Agreement if such delay or default is caused by conditions beyond its control. Such conditions include but are not limited to failure by subcontractors or suppliers to furnish equipment, software, parts or labor; war, acts of terrorism, sabotage, insurrections, riots, civil disobedience and the like; acts of governments and agencies thereof; labor disputes; accidents; fires, floods or acts of God; government restrictions; strikes or work stoppages; government-issued travel warning and alerts; and acts or failures to act of third parties. So long as any such delay or default continues, the party affected by the conditions beyond its control shall keep the other party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending. In such event, the delayed party shall perform its obligations hereunder within a reasonable time after the cause of the failure

has been remedied to the reasonable satisfaction of the party whose performance was delayed, and the other party shall be obligated to accept such delayed performance.

Visiting Faculty Member/Researcher Responsibilities

Visiting faculty members/researchers will be responsible for the following:

- Transportation to and from the host institution;
- Room and board expenses;
- Any program fees required for participation in the exchange program;
- Books, photocopies, clothing and personal expenses;
- Health insurance coverage must be arranged and paid by the faculty member/researcher in his/her country of origin. For visitors coming to University of Illinois, the health insurance required will meet the Department of State's guidelines. For the most current and accurate information please see:

http://www.ois.uic.edu/faculty_staff_and_scholars/j/insurance/

- Compliance with immigration rules and regulations;
- Costs associated with passport, visa and all legally required documentation;
- All incidental expenses and or debts incurred during this program.

These expenses shall be borne by the faculty member/researcher, who may seek funding from external agencies. The existence of this Agreement shall not imply any obligation of the institutions to provide financial support.

Institutional Responsibilities

- Each institution will appoint a faculty or staff member to serve as coordinator for this program.
- Each institution undertakes to maintain the salary and supplemental benefits of its own personnel who participates in this program, consistent with existing leave policies.
- When applicable, host institution will provide faculty member(s) under this program with access to professional liability insurance coverage, cost to be borne by the visiting scholar or home institution.
- Visiting faculty under this program will be provided with access to appropriate office space, libraries, and relevant laboratories. In addition, each visiting faculty will be introduced to a member of the faculty host institution who will serve as academic colleague mentor.
- Both institutions will provide information concerning immigration rules and regulations to the program participant, upon request.
- Each institution will assist visiting faculty to find living accommodations and to provide social cultural orientation.
- Both institutions shall attempt to achieve reciprocity under the activities covered by this Agreement.
- The host institution shall provide such adequate research conditions and locations for the work of the visiting faculty member/researcher as are within its reach.
- In order to settle any disputes that may arise under the performance or in the construction of this Agreement, the Parties shall exert their best efforts to arrive at a solution by mutual consent. In the event that such consent is found to be impossible, the Parties may engage in non-binding mediation with the assistance of a neutral mediator, before pursing any formal legal action.

PART II: RENEWAL, TERMINATION AND AMENDMENT

This program shall be binding upon UIC and TU unless it is amended or cancelled in whole or in part by written mutual consent. In the event this program is cancelled, faculty members/ researchers participating in exchange activities at the time of the cancellation will be allowed to complete the program under the terms of the program at the time it was agreed to, including its financial terms.

This addendum is written in English, two (2) originals, all texts being equally valid.

This agreement shall be binding upon signing by authorized individuals of the University of Illinois and Thammasat University, Thailand, and shall be effective as of the date last written below.

IN WITNESS WHEREOF, the parties hereto have offered their signatures:

SIGNED for and on behalf of

UNIVERSITY OF ILLINOIS by

Susan Poser, PhD
Vice Chancellor for Academic Affairs

DATE 2/23/16

and Provost

Somkit Lertpaithoon, PhD Rector and Professor

SIGNED for and on behalf of

THAMMASAT UNIVERSITY by

DATE 2/23/16

Terri E. Weaver, PhD, RN, FAAN

Dean and Professor College of Nursing

DATE 2/25/20/6

Manyat Ruchiwit, PhD

Dean and Associate Professor

Faculty of Nursing

DATE

Walter K. Knorr

Comptroller

DATE





ADDENDUM II TO THE MEMORANDUM OF AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS UNITED STATES OF AMERICA

AND

THAMMASAT UNIVERSITY THAILAND

STUDENT EXCHANGE

The Board of Trustees of the University of Illinois on behalf of its campus in Chicago, Illinois, U.S.A., hereinafter referred to as UIC, and Thammasat University, Thailand, hereinafter referred to as TU, hereby incorporate this Addendum II in their Memorandum of Agreement, both documents to be signed simultaneously.

PART I: STUDENT EXCHANGE

Participants will be UIC and TU graduate and/or undergraduate students in the UIC College of Nursing and the Faculty of Nursing at TU. At UIC, students will be, if admitted under the exchange program, students in the UIC College of Nursing. At TU, students admitted under the exchange program will be in the TU Department of Nursing. Participants from UIC must be enrolled at the home institution as full-time, degree-seeking students for at least one academic semester prior to departure for the exchange program. Participants from TU must be enrolled at the home institution as full-time, degree-seeking students for at least two academic semesters prior to departure for the exchange program.

Both institutions will send a maximum of TWO to FOUR (2 - 4) exchange students per semester, beginning with the 2016 - 2017 academic year, unless modified by mutual agreement. Per agreement, other equivalent combinations of numbers of exchange students and durations of study may be substituted. Permissible quotas unused in any one year may be transferred to subsequent year(s) but are not to result in more than TWO to FOUR (2 - 4) exchange students per semester at each of the partner institutions. The parties will address imbalances in as timely a manner as possible.

The exchange students may apply to both institutions' (UIC or TU) related academic program offered at the host institutions where they will be, if admitted, full-time, for credit, non-degree undergraduate or graduate students, at a level determined by the host institution.

The home institution will nominate applicants, and will submit on their behalf, complete applications to the host institution. The host institution retains the right to refuse any applicant if the applicant does not fulfill the minimum requirements of the host institution and those specific to the College to which application is made. The host institution reserves the right to exclude students from restricted enrollment programs. Exchange student applications under this program will be evaluated according to the criteria and policies that govern this agreement, the

host institution, and the corresponding on-campus program.

Neither party shall be liable for damages due to any delay or default in performing its respective obligations under this Agreement if such delay or default is caused by conditions beyond its control. Such conditions include but are not limited to failure by subcontractors or suppliers to furnish equipment, software, parts or labor; war, acts of terrorism, sabotage, insurrections, riots, civil disobedience and the like; acts of governments and agencies thereof; labor disputes; accidents; fires, floods or acts of God; government restrictions; strikes or work stoppages; government-issued travel warning and alerts; and acts or failures to act of third parties. So long as any such delay or default continues, the party affected by the conditions beyond its control shall keep the other party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending. In such event, the delayed party shall perform its obligations hereunder within a reasonable time after the cause of the failure has been remedied to the reasonable satisfaction of the party whose performance was delayed, and the other party shall be obligated to accept such delayed performance.

Student Responsibilities

Students participating in this program will be informed before enrolling in this program of the following responsibilities:

- After being accepted to the exchange program, exchange students must abide by all rules, statutes, procedures, and regulations of the host institution and be responsible for those of the home institution as well.
- Compliance with immigration rules and regulations are the personal responsibility of the program participant.
- Students will pay tuition and fees to their home institution. In addition, exchange students will be financially responsible for all UIC applicable fees, and other expenses as detailed in Appendix A to this document. Students applying to UIC as exchange students under this agreement must complete the UIC version of Appendix A and submit it as part of their application packets. In addition, exchange students will be financially responsible for all UIC applicable fees, and other expenses as detailed in Appendix A to this document. Students applying to TU as exchange students under this agreement must complete the TU version of Appendix A and submit it as part of their application packets. In addition, exchange students will be financially responsible for all TU applicable fees, and other expenses as detailed in Appendix A to this document.
- Any academic credit earned at the host institution may be transferred to the home institution in accordance with academic policies determined by the latter. For more information on UIC's procedures for requesting official transcripts please see www.uic.edu/depts/oar/student records/transcripts.html

Institutional Responsibilities

Each institution will:

- Appoint a faculty member or staff member to serve as coordinator for this program.
- Inform students participating, in writing, of the goals, regulations, and students' responsibilities, as in *Students Responsibilities*, and *Appendix A*.
- Provide participants with guidance on resources concerning immigration rules and regulations, when requested.
- Submit nominations and complete applications by the host institution's established deadlines.

The partner institutions will

- Provide pre-departure orientation and orientation upon arrival, and will maintain contact with participating students during the course of the exchange.
- Assist, to the best of their ability, exchange students participating in this program in finding appropriate and acceptable housing accommodations, cost to be borne by the participant/s.

Both institutions will make available application packets. These will be inclusive of application deadlines and class schedule information. The information will be annually revised. If admission requirements are revised, each institution must inform its exchange partner in writing.

TU will submit to UIC the enclosed Appendix A signed by student applicant. Such form signed will be sent by UIC with the application packet. UIC will submit to TU the enclosed Appendix A signed by student applicant. Such form signed will be sent by TU with the application packet.

Program Completion

Both parties accept the responsibility to inform TU students who will be at UIC under this agreement of the following: Students participating in this exchange program who wish to start an academic program as degree seeking students should be aware that under the Department of State's Exchange Visitor Program such an action would be considered a change in category. Therefore, upon completion of the exchange program, such students who plan to attend UIC or any other U.S. institution of higher education should plan to return to their home country and apply for a new visa with a new DS-2019, before starting the new academic program.

Upon completion of the exchange program at the host institution, the student must return to his/her home institution. Any extension of stay must be approved in writing by both cooperating institutions and appropriate governmental authorization obtained. If an exchange student wishes to apply for degree status, the student is subject to all academic and financial requirements in accordance with the host institution's admission policy.

The parties acknowledge that if accepted to a degree program, the student will no longer be considered a participant in the exchange program.

PART II: RENEWAL, TERMINATION AND AMENDMENT

This program shall be binding upon UIC and TU unless it is amended or cancelled in whole or in part by written mutual consent. In the event this program is cancelled, students enrolled at the time of the cancellation will be allowed to complete the program under the terms of the program at the time it was agreed to, including its financial terms.

This addendum is written in English, two originals, all texts being equally valid. This agreement shall be binding upon signing by authorized individuals of the University of Illinois and Thammasat University, Thailand, and shall be effective as of the date last written below.

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Somkit Lertpaithoon, PhD Rector and Professor

DATE 2/23/16

Terri E. Weaver, PhD, RN, FAAN

Dean and Professor College of Nursing

DATE

Manyat Ruchiwit, PhD

Dean and Associate Professor

Faculty of Nursing

DATE 2/34/16

Walter K. Knorr Comptroller

APPENDIX A STUDENTS OF THAMMASAT UNIVERSITY, THAILAND

I understand that in consideration of my admission to the Exchange Program between my university and UIC, I will be financially responsible for the following expenses:

I will pay applicable tuition and fees to my home university. In addition, at UIC I will be financially responsible for the following:

- Students will pay tuition and fees to their home institution.
- Orientation Fee: The current orientation fee is \$99 and is subject to change.
- UIC CTA U-PASS fee: The current U-PASS fee is \$109 and is subject to change.
- Costs associated with passport, visa and all legally required documentation.
- Transportation to and from UIC.
- Room and board expenses
- Books, photocopies, clothing and personal expenses.
- Maintaining in full force and effect a policy of health insurance and international insurance coverage for emergency evacuation, repatriation of mortal remains, accidental death and dismemberment, and all costs associated therewith. Limits shall be as required by UIC. Proof of said coverage shall be required. All other incidental expenses and/or debts incurred during the program

After being accepted to the exchange program, exchange students must abide by all rules, statutes, procedures, and regulations of the host institution and be responsible for those of the home institution as well.

Compliance with immigration rules and regulations are the personal responsibility of the program participant.

Any academic credit earned at the host institution may be transferred to the home institution in accordance with academic policies determined by the latter. For more information on UIC's procedures for requesting official transcripts please see www.uic.edu/depts/oar/student records/transcripts.html

I also understand that upon completion of the exchange program at UIC, I will return to my home institution. I further understand that both UIC and my home institution must approve any extension of my stay in writing. Therefore, appropriate governmental authorization will be required. As part of this process, I will be subject to all academic and financial requirements in accordance with UIC admission policies applicable to the new status I am seeking.

I further understand that in the event of a change in my academic and/or immigration status II will no longer be considered a participant in the exchange program. I further understand that the US Department of State's Exchange Visitor Program requires students with non-degree seeking status at a US institution, to return to his/her home country to apply for a new visa with a new DS-2019 before he/she may start an academic degree program at UIC.

Signature:	
Printed Name:	
Date:	

APPENDIX A STUDENTS OF THE UNIVERSITY OF ILLINOIS

I understand that in consideration of my admission to the Exchange Program between my university and TU, I will be financially responsible for the following expenses:

I will pay applicable tuition and fees to my home university. In addition, at TU I will be financially responsible for the following:

- Students will pay tuition and fees to their home institution.
- Application Fee: The current fee is \$XX [TU: please insert the correct amount] and is subject to change.
- Costs associated with passport, visa and all legally required documentation.
- Transportation to and from TU, including local transportation.
- Room and board expenses
- Books, photocopies, clothing and personal expenses.
- Maintaining in full force and effect a policy of health insurance and international insurance coverage for emergency evacuation, repatriation of mortal remains, accidental death and dismemberment, and all costs associated therewith. Limits shall be as required by UIC. Proof of said coverage shall be required. All other incidental expenses and/or debts incurred during the program

After being accepted to the exchange program, exchange students must abide by all rules, statutes, procedures, and regulations of the host institution and be responsible for those of the home institution as well.

Compliance with immigration rules and regulations are the personal responsibility of the program participant.

Any academic credit earned at the host institution may be transferred to the home institution in accordance with academic policies determined by the latter. For more information on TU's procedures for requesting official transcripts please see http://www.fTU: PLEASE add the appropriate URL1

I also understand that upon completion of the exchange program at TU, I will return to my home institution. I further understand that both TU and my home institution must approve any extension of my stay in writing. Therefore, appropriate governmental authorization will be required. As part of this process, I will be subject to all academic and financial requirements in accordance with TU admission policies applicable to the new status I am seeking.

I further understand that in the event of a change in my academic and/or immigration status I will no longer be considered a participant in the exchange program.

Signature:	
Printed Name:	
Date:	