

DATED

18/03/2022

(1) UNIVERSITY OF PLYMOUTH

and

(2) PRINCE OF SONGKLA UNIVERSITY

MEMORANDUM OF UNDERSTANDING



**UNIVERSITY OF
PLYMOUTH**

MEMORANDUM OF UNDERSTANDING

Between

University of Plymouth

and

Prince of Songkla University

This Memorandum of Understanding has been entered into on March 18, 2022.

BETWEEN

University of Plymouth (“Plymouth”) of Drakes Circus, Plymouth, PL4 8AA, and

Prince of Songkla University (“PSU”) of 15 Karnjanavanich Rd., Hat Yai, Songkhla 90110

each ‘a party’ and together ‘the parties’.

OBJECTIVES

The purpose of this Memorandum of Understanding is to facilitate discussions between the parties on specific educational projects/areas of collaboration of mutual benefit and interest with a view to establishing the basis on which the parties will collaborate in order to achieve the following objectives:-

- to explore and promote co-operation and collaboration in the fields of teaching and research in nursing and midwifery including but not limited to prevention and management for persons with dementia
- to explore, and co-operate in, the further development of the parties’ relationship, particularly in the areas of articulation/progression agreements, staff and student exchange and professional certification and continuing education and such other areas as the parties may agree from time to time
- to explore the possibility of offering Plymouth’s programmes of study to students enrolled at Faculty of Nursing of PSU
- to broaden the experience of the faculties and students of each party, providing them with opportunities for increased cultural understanding
- to build upon this understanding and explore future areas of co-operation.

OPERATION

In pursuing the objectives set out above, the parties will, as appropriate:-

- determine which programmes of study provided by Plymouth would be suitable for collaboration, where they would be taught, the level and type of fees payable, arrangements for assessment and award of qualifications and the administration of joint programmes
- formulate and enter into separate agreements in order to establish and operate specific projects agreed between the parties
- explore ways and means to finance joint projects through special government and other funding sources
- exchange information, faculty staff and students in both academic and research programmes
- keep the arrangements between them under regular review in order to achieve the desired benefits for each party and to make any changes as necessary.


FURTHER PROVISIONS

- 1 This Memorandum of Understanding sets out the general framework for the collaboration between the parties and, as required, will be supplemented by one or more detailed agreements, specifying their rights and obligations with respect to all or some of the objectives listed above. This Memorandum of Understanding is subject to contract and to the negotiation and agreement of terms and conditions satisfactory in all respects to both parties in relation to their proposed collaboration.
- 2 The parties agree and acknowledge that:-
 - a. this Memorandum of Understanding does not constitute an offer by either party to undertake any obligations on the terms set out in this Memorandum of Understanding;
 - b. (with the exception, and in consideration, of the mutual undertakings contained in paragraphs 7 and 8 (inclusive) below which shall have legal effect), this Memorandum of Understanding does not constitute, create or give rise to (nor will its acceptance by any party so constitute, create or give rise to) legally binding rights, obligations or representations on the part of either party under any law (including, without limitation, the laws of England) nor any form of commitment on the part of either party to proceed with any projects, arrangements or transactions with the other party; and
 - c. no information set out or referred to in this Memorandum of Understanding shall form the basis of any contract.
- 3 This Memorandum of Understanding shall take effect upon signature by the duly authorised representatives of both parties and shall continue in force for a period of three years from date of signature unless and until terminated by either party giving to the other not less than six months' written notice to such effect. After the initial period of three years, this Memorandum of Understanding may be renewed with the mutual consent of both parties. Termination of this Memorandum of Understanding shall be without penalty.
- 4 This Memorandum of Understanding may be modified at any time in writing, any such modifications to be dated and signed by or on behalf of each party.
- 5 The parties acknowledge that this Memorandum of Understanding is not exclusive. Each party may enter into arrangements with other institutions for similar or other purposes.
- 6 Each party agrees and acknowledges that this Memorandum of Understanding (and the information it contains) is confidential and undertakes not (without the other party's prior written consent) to disclose its existence or terms (in whole or in part) to any third party or to use it (in whole or in part) for any purpose other than to fulfil the objectives set out above. If either party desires to use or disclose any confidential information belonging to the other, the parties shall first execute a confidentiality agreement on terms to be agreed between them.
- 7 The terms of this Memorandum of Understanding supersede all previous negotiations and discussions between the parties prior to the date of its execution.
- 8 The parties shall each bear their own costs in carrying out the actions provided for in this Memorandum of Understanding unless otherwise agreed between the parties.
- 9 To the extent that this Memorandum of Understanding does have legal effect (subject in all respects as provided above), it, and all disputes and claims arising under it, shall be governed by, and construed in accordance with, the laws of England and each party irrevocably submits to the exclusive jurisdiction of the courts of England.

10 By executing this Memorandum of Understanding, each party agrees to be bound by each of the above provisions.

This Memorandum of Understanding between the parties has been signed by their authorized representatives.

**For the University of Plymouth
Faculty of Health – School of Nursing and
Midwifery**



Mrs Louise Winfield
Head of School

**For the Prince of Songkla University
Faculty of Nursing**



Assoc. Prof. Dr. Nongnut Boonyoung
Dean of Faculty

University of Plymouth



Professor Jerry Roberts
Deputy Vice-Chancellor

Prince of Songkla University



Asst.Prof.Dr.Niwat Keawpradub
President