

MEMORANDUM OF UNDERSTANDING

Faculty of Nursing of Université de Montréal and Faculty of Nursing of Prince of Songkla University

(“the Agreement”)

BETWEEN

UNIVERSITÉ DE MONTRÉAL, a legal person duly constituted, having its head office at 2900 boul. Édouard-Montpetit, Montréal, Québec, Canada, H3T 1J4, herein represented by the Vice-Rector for Community and International Partnerships, Valérie Amiraux, and the Dean of the Faculty of Nursing, Sylvie Dubois, duly authorized as stated,

Hereinafter referred to as “**UdeM**”

AND

PRINCE OF SONGKLA UNIVERSITY, a public autonomous university, having its registered office at No. 15, Karnjanavanich road, Hat Yai, Songkhla, Thailand, herein represented by the Dean of the Faculty of Nursing, Luppana Kitrungrote, duly authorized as stated,

Hereinafter referred to as “**PSU**”,

Hereinafter referred to individually as the “**Party**” and together the “**Parties**”.

RECITALS

WHEREAS the Parties are academic institutions whose missions are research and teaching;

WHEREAS the Parties wish, through their units dedicated to teaching and research in Nursing, to promote the exchange of scientific and cultural knowledge between their respective teaching and research faculty members and their students;

THE PARTIES AGREE AS FOLLOWS:

Article 1 – PURPOSE OF THE AGREEMENT

- 1.1 The Parties shall encourage the following activities according to the terms and conditions set out in the Agreement (“**Activities**”):
 - a) development of joint research activities (Article 2 of the Agreement);
 - b) professor exchanges (Article 3 of the Agreement);
 - c) student research mobility (Article 4 of the Agreement);
- 1.2 The Parties shall consult each other whenever they deem it necessary, in particular, to evaluate the progress of the teaching and research. Activities and the implementation of professor exchange, and to report on the results of activities completed or underway.

Article 2 – JOINT RESEARCH ACTIVITIES

- 2.1 To the extent of their respective resources, the Parties shall endeavour to promote joint research activities by their respective researchers in jointly identified areas of interest.
- 2.2 The Parties shall enter into a separate and distinct agreement for each joint research project containing all the provisions relating to the performance and funding of the concerned research project, including intellectual property, commercial rights, and associated costs.

Article 3 – PROFESSOR EXCHANGES

- 3.1 The Parties shall, to the extent of their respective resources and in accordance with the law and their respective policies and regulations, and the applicable collective labour agreements, encourage the performance of the following Activities:
 - a) the parties agree to receive up to two professors and researchers for periods of up to one academic term;
 - b) participation of the professors and researchers of a Party in conferences, symposia, and scientific events organized by the other Party;
 - c) facilitation of visits by professors and researchers from each Party.
- 3.2 The Parties shall agree, on a case-by-case basis and in writing, on the manner in which the expenses relating to the Activities described in Paragraph 3.1 of the Agreement shall be paid and by which Party or Parties.
- 3.3 The professors and researchers will be responsible for their own international transportation, accommodation, health insurance and other expenses during their exchange period.

Article 4 – STUDENT RESEARCH MOBILITY

- 4.1 The Parties shall, to the extent of their respective capabilities and in accordance with the law and their respective policies and regulations, encourage the performance of the following Activities:
 - a) hosting of graduate students from the other Party for short-term research stays (called “Training or Research intern” at UdeM and PSU);
 - b) participation of the students of a Party in conferences, symposia, and scientific events organized by the other Party;
 - c) consider and discuss other forms of student mobility.
- 4.2 The Parties may provide assistance for students to find funding opportunities and scholarships but are under no obligation to do so or to provide students with funding.
- 4.3 The students will be responsible for their own international transportation, accommodation, health insurance and other expenses during their exchange period.

Article 5 – FUNDING

- 5.1 A Party which obtains funding from a third party to carry out the Activities shall be solely responsible for the management and use of such funding.

Article 6 – COORDINATION AND NOTICE

- 6.1 The Parties entrust the following administrative units to coordinate implementation of this Agreement:

Université de Montréal
Faculty of Nursing
Assistant to the Vice-Dean, Research,
Innovation and Entrepreneurship -
International and Community Partnership
vicedecanat-rech-int@scinf.umontreal.ca

Prince of Songkla University
Faculty of Nursing
International Affairs Office
15 Karnjanavanich Road, Hat Yai
Songkla 90110, Thailand
Tel.+6674 286 455
nur-inter@psu.ac.th

UdeM international
3744, Jean-Brillant, Suite 581
Montréal, Québec, Canada H3T 1P1
udem-international@umontreal.ca

- 6.2 Any notice to be given to a Party in pursuant of the Agreement shall be given in writing to its units designated in Paragraph 6.1 of the Agreement.

Article 7 – CONFIDENTIALITY

- 7.1 Unless required to disclose this information by law or by court order, each Party undertakes to keep confidential (i) any information that the other Party provides to it which is clearly identified as confidential, and (ii) any personal information about an individual that allows to identify such individual.
- 7.2 The confidentiality obligation described in Paragraph 7.1 of the Agreement remains in effect indefinitely.

Article 8 – DURATION OF THE AGREEMENT AND RENEWAL

- 8.1 The Agreement shall enter into force on the date of the last signature by a Party and shall terminate five (5) years thereafter. Within six (6) months prior to the termination of the Agreement or one of its renewals, the Parties shall evaluate the results of their collaboration.
- 8.2 Either Party may terminate the agreement at any time by providing six months' prior written notice to the other Party.

Article 9 – MISCELLANEOUS PROVISIONS

- 9.1 **Agreement.** The Recitals form an integral part of the Agreement.

- 9.2 **Entire contract.** The Parties acknowledge that the Agreement contains the sole and entire agreement among the Parties with respect to the purpose of the Agreement. The Agreement supersedes and terminates any and all other prior representations, negotiations, or proposals with respect to the purpose of the Agreement.
- 9.3 **Names of the Parties.** Unless explicitly authorized herein, a Party may not use the name of the other Party, its agents, employees, or representatives for any purpose without the written permission of the other Party or person concerned.
- 9.4 **Amendment.** Any amendment to the Agreement shall be evidenced by a written document duly signed by all Parties.
- 9.5 **Dispute.** In case of doubt or dissent as to the content or interpretation of the Agreement, the Parties shall jointly appoint a mediator to assist them in finding a solution to the dispute that is acceptable to both Parties.

AND THE PARTIES HAVE SIGNED at the place and date shown above their respective signatures.

UNIVERSITE DE MONTRÉAL

Place: Montréal, Québec, Canada

PRINCE OF SONGKLA UNIVERSITY

Place: Hat Yai, Songkhla, Thailand

Valérie Amiraux

Vice-Rector for Community and International Partnerships

Luppana Kitrungrrote

Dean of Faculty of Nursing

Sylvie Dubois, Dean

Faculty of Nursing

Karnsunaphat Balthip

Associate Dean for Research, Social Alliance, and International Affairs
Faculty of Nursing