

AGREEMENT ON STUDENT AND FACULTY EXCHANGES

Between

CHIANG MAI UNIVERSITY, THAILAND

And

GIFU UNIVERSITY, JAPAN

PREAMBLE

Chiang Mai University, Thailand and Gifu University, Japan (“the parties”) have decided to continue their partnership on the basis of the agreement signed on July 5th, 2013. The parties sign this Agreement to reaffirm the objectives of facilitating cooperation and exchange, and to strengthen ties between the two parties based upon the principles of mutual benefit and respect for each other’s independence.

The parties hereto agree as follows:

I. DEFINITIONS

In this Agreement:

1. “Home Institution” shall mean the institution where students and researchers are currently enrolled.
2. “Host Institution” shall mean the institution that has agreed to receive students and researchers from the Home Institution.
3. “Exchange Student” shall mean a student for whom reciprocal obligations exist for the home institution to accept for enrollment such student from the host institution subject to the conditions laid down in this Agreement.
4. “Researcher” shall mean a researcher from the host institution subject to the conditions laid down in this Agreement.

II. GENERAL PROVISIONS

1. Exchange students and researchers participating under the terms of the Agreement shall be subject to the rules of the Institutions and national and local regulations of the host country including immigration laws, foreign exchange laws, and foreign trade laws.
2. This Agreement shall not be construed as any transfer, assignment or infringement of any intellectual property rights between the two institutions.
3. Both institutions shall collect, process, use, disclose and otherwise manage personal information only for the purposes of fulfilling their obligations under this Agreement.
4. Neither party shall disclose the information identified as confidential to any other person or organization without the prior written consent of the other.
5. The host institution shall provide exchange students and researchers with both the necessary information about visas and the relevant documents and all other assistance for visa applications as may be required by the immigration laws and regulations of the host country. However, it shall be the sole responsibility of the exchange students and the researchers to complete the procedures.
6. The host institution shall grant exchange students access to the same facilities available to its own students. The host institution shall also make all relevant facilities including laboratories available to researchers.
7. Details and implementation of individual programs shall be approved by the parties and be specified in a separate written agreement.
8. The parties agree that neither party shall be liable for the death or injury of any person or damage to any property arising from the conduct of any projects and/or programs pursuant to this Agreement.
9. Neither party shall be liable for any failure or delay to perform its part of this Agreement when such failure is due to Act of God, war, armed conflict, civil disturbance, legal restrictions, riots, insurrections, strikes, earthquake, flood, fire, pandemic disease or any cause beyond the control of the parties; provided that a written notice of the commencement and cession of the circumstances excusing performance shall be as quick as possible.

10. The existence, validity, construction, operation and effect of this Agreement shall be determined in accordance with and governed under the laws of Thailand and Japan.

III. STUDENT EXCHANGE

1. The number of exchange students shall not exceed three (3) annually on the basis of the host institution's academic calendar. It is expected that the number of exchange students calculated in students/semester will balance over the effective term of this Agreement. Any final decisions on admissions are reserved exclusively for the host institution.
2. The period of exchange shall be up to one (1) academic year. Extensions may be granted only on approval by both parties.
3. The home institution shall forward to the office of the host institution by the established deadline each year a list of the exchange students nominated, together with the appropriate documentation required by the host institution. The host institution shall inform the home institution of its final decision regarding each proposed admission as soon as possible.
4. The student exchange programs under this Agreement shall be effective when the home university and the host university officially start to recruit the candidate students and, should this Agreement be terminated by the consent of the two parties, neither the home university nor the host university shall refuse to accept applications in accordance with the Agreement which remained in force at the time of recruitment.
5. Exchange students shall be full-time students at the home institution and have completed at least one (1) year of undergraduate study. Exchange students shall be registered as "Non-Degree-Seeking" students at the host institution.
6. Exchange students shall possess at least the minimum level of language proficiency required by the host institution. Admission of those who do not possess the required level of proficiency shall be consulted and determined by both parties whenever necessary.
7. The field of study for exchange students is limited within the range of curriculum and professional expertise provided by the host institution.

8. The host institution shall be responsible for certifying course credits taken by exchange students at the host institution. It shall be the sole responsibility of the home institution to decide how many transfer credit units exchange students may receive for courses taken at the host institution.
9. The host institution shall provide directly to the home institution and the exchange student a record of academic performance, including course titles, academic hours, and grade reports.
10. Each party shall designate an individual to act as academic adviser to provide exchange students with the advice in regards to academic and logistical matters.
11. Exchange students shall pay normal tuition and other fees to their home institution in accordance with the institution's rules and regulations. The host institution shall waive application, admission, and tuition fees to incoming exchange students. Exchange students shall be responsible for other expenses such as books, travel expenses, room and board, health insurance, medical care, passports and visas.
12. Exchange students shall arrange health and accident insurance as designated by the host institution.
13. The host institution shall endeavor to provide accommodations on campus for exchange students. In case it is not able to provide such accommodations on campus, it shall assist exchange students in locating suitable housing off campus if they so desire. However, the payment of all rents and other charges shall be the sole responsibility of exchange students.
14. The host institution reserves the right to have those exchange students return to their home institution who, during the course of the exchange, have financial difficulties, fail to satisfactorily apply themselves to their studies, or violate any established regulations. Such expulsion shall first be discussed and agreed upon by both parties. At the time of returning, respective costs (e.g. for travel, freight, and additional costs arising from private contracts concluded by the exchange students in the host country) shall be borne by the exchange students themselves.
15. Upon completion of exchange student's studies at the host institution, he/she shall return to the home institution without fail. The host institution shall be responsible for returning the exchange students home on time in cooperation with the home institution.

IV. FACULTY EXCHANGES

1. The parties shall actively promote faculty exchanges during the mutually-agreed periods.
2. Faculty exchanges and collaboration may assume various forms, such as individual short and long-term visits to the institutions, joint projects in research and development and co-authorship of publications. The parties shall promote such activities, all of which are subject to applicable copyrights and other laws of the respective countries as well as the rules and regulations of each institution.
3. The parties agree to discuss holding special courses, conferences, seminars, symposiums, and lectures, and to permit occasional visits by staff members to attend such meetings.
4. The parties shall seek external funding sources to facilitate the exchanges. The parties acknowledge that in the absence of external funding, all expenses incidental to the exchanges including travel costs, room and board, etc., shall be borne by the researchers and the home institution.
5. The researchers shall arrange liability and personal accident insurance against injuries, deaths and damage to property depending on their period of study at the host institution.
6. Joint research and development projects and co-author publications implemented under this Agreement shall be promoted through collaboration between the two parties in accordance with the Convention on Biological Diversity (CBD). The ownership of any intellectual property rights acquired through such joint research and development projects and co-authorship in research publications shall be determined through consultation by both parties, and the ownership shall be specified in a separate written agreement.

V. EXCHANGE OF INFORMATION

Information shall be actively exchanged between the parties. "Information" refers to academic materials, research results, techniques related to research and teaching, data regarding students and faculty members, and research and publication materials.

VI. TERMS OF IMPLEMENTATION, RENEWAL, REVISIONS, TERMINATION AND NOTICES

1. This Agreement shall remain in place for five (5) years from August 2nd, 2016.
2. The Agreement shall be revised if necessary, based on mutual written agreement by the parties, at any time during the five (5) years.
3. This Agreement may be renewed after five (5) years upon the mutual consent of the parties. Each party may terminate this Agreement by notifying the other party of its intent in writing at least six (6) months prior to the expiration date. Notification of termination shall not affect the status of exchange students who have already been accepted for programs initiated prior to the termination of this Agreement. Any projects and/or programs in progress at the time of termination shall remain in force and all the provisions stipulated in this Agreement shall remain applicable to the exchange students.
4. For the terms and conditions not specifically set forth at this Agreement, both parties agree to consult and negotiate to reach mutually acceptable decisions.
5. To facilitate the smooth execution of this Agreement, each party shall designate an office to administer its exchange program:

Chiang Mai University
Director
International Relations Division
Chiang Mai University, Thailand
239 Huay Kaew Rd., Suthep, Muang,
Chiang Mai 50200 THAILAND
Phone : +66 53 94 3664
Fax: + 66 53 94 2670
Email: irdcmu@gmail.com

Gifu University
Director
International Planning Division
Gifu University, Japan
1-1 Yanagido, Gifu City,
Gifu 501-1193 JAPAN
Phone: +81-58-293-3350
Fax: +81-58-293-2143
Email: int_exch@ gifu-u.ac.jp

6. This Agreement is drawn up and executed in duplicate in English with both documents having equal legal force. Each party to the Agreement shall retain one (1) copy. Any translation of this Agreement in another language shall be for reference only and shall not bind the parties.

7. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year noted below.

Signatures

For and on behalf of
Chiang Mai University



Assoc. Prof. Rome Chiranukrom
Vice President for International
Relations and Alumni Affairs

Date: Aug. / 8th / 2016
Month Day Year

For and on behalf of
Gifu University



Dr. Fumiaki Suzuki
Executive Director
Vice-President
(International Affairs and Public Relations)

Date: July / 15th / 2016
Month Day Year