

SCHOOL-WIDE STUDENT/STAFF EXCHANGE

This Memorandum of Understanding between:

The University of Manchester, whose administrative address is Oxford Road, Manchester M13 9PL, United Kingdom in this instance acting through the School of Biological Sciences (hereafter abbreviated as “UoM”)

and

Chiang Mai University, whose address is 239 Huay Kaew Road, Muang District, Chiang Mai, 50200 Thailand (hereafter abbreviated as “CMU”)

Hereinafter individually referred to as “Institution” and collectively as “Institutions”

Recitals

It is the intention of the two Institutions to promote internationalization by stimulating and supporting inter-cultural exchanges between students/staff from Thailand and students/staff from the United Kingdom.

Each Institution desires that its students and staff have an opportunity to enrich their educational experience by adding an international dimension to their studies. Further, it is the desire of each Institution to allow participating students/staff opportunities to broaden their perspectives and increase their awareness and understanding of other cultures and of international issues.

I. Purpose

The objective of this MOU for a School-wide Exchange Programme for Students and Staff (hereafter abbreviated as “MOU”) is to establish an exchange programme for students and staff between UoM and CMU, based on the principles of mutual equality and reciprocity of benefits.

II. Definitions

In this MOU, unless the context otherwise specifies:

·**Exchange Programme**· shall mean an exchange of students and/or members of staff from each Institution.

·**Exchange Students**· shall mean students participating in the Exchange Programme implemented herein.

·**Exchange Staff**· shall mean academic members of staff participating in the Exchange Programme implemented herein.

·**Home Institution**· shall mean the Institution at which an Exchange Student intends to graduate.

·**Host Institution**· shall mean the Institution which has agreed to receive the Exchange Students from the Home Institution.

III. Number of Exchange Students & Staff

A maximum of 8 UoM undergraduate students will undertake a 9-12 month laboratory placement in CMU each year providing support and assistance with research activities at the Host Institution.

A maximum of 1 postgraduate research student or 1 member of academic staff from CMU will undertake a 4-6 month laboratory placement at UoM.

The number of Exchange Students/Staff may be amended or varied by mutual agreement.

IV. Prerequisites for Selection

Both institutions will select students for this Exchange Programme on the basis of merit and other non-discriminatory eligibility criteria as listed in Annex I.

Students must meet the admission requirements of the Host Institution and may have to fulfil other conditions, prerequisites and documentation for the Host Institution. The selected student will be nominated by the Home Institution for admission as an Exchange Student of the Host Institution in the following academic year.

V. Selection & Nomination

The Home Institution will in each case be responsible for selecting students/staff for exchange under the Exchange Programme and will forward all required documentation to the Host Institution to comply with their application procedures and deadlines.

Students chosen by the Home Institution shall normally be accepted by the Host Institution, but each Institution reserves the right to decline to accept the nominated students. The Home Institution may appeal the rejection.

VI. Programme of Study

UoM students will participate in laboratory placements at CMU relating to their area of specialization within the Life Sciences. CMU students/staff will undertake a laboratory placement at UoM relating to their area of specialization within the Life Sciences.

In cases in which students are purely undertaking laboratory placements, and do not require access to taught course units or in-session language support, they will not be restricted to attend during the standard semester dates.

In order to participate in laboratory placements, students will have completed at least 2 years of full-time study in biological sciences in advance of their participation in the exchange.

Students participating in laboratory placements at both Institutions will be allocated a supervisor with whom they will have regular meetings throughout the duration of the placement.

VII. Fees & Expenses

Tuition fees are paid to the Home Institution (if applicable), and are waived by the Host Institution.

The financial responsibilities of the Exchange Students participating in the Exchange Programme are outlined in Annex II. The use of non-academic or non-obligatory facilities, services and functions at the Host Institution may require the payment of fees by the Exchange Student.

The Exchange Student is responsible for all expenses and associated costs for any accompanying partner, spouse and/or dependants.

This MOU carries no financial implications for the signatory Institutions except for the aforementioned exemption from Host Institution tuition fees whilst the Exchange Student is at the Host Institution.

VIII. Student's Obligations

Exchange Students & Staff are subject to the rules and regulations of the Host Institution, in addition to those at the Home Institution. Any breach of these rules will be dealt with in accordance with the established policies and procedures of the Host Institution in consultation with the Home Institution. The other obligations of the Exchange Students are listed at Annex III.

IX. Registration & Administration

- i) The students participating in the Exchange Programme will be registered as non-degree, non-graduating or not-for-degree students for the duration of study at the Host Institution. This Exchange Programme MOU excludes any expectation of a transfer to the graduating programme of the Host Institution.
- ii) The staff participating in the Exchange Programme will be registered via Human Resources as Visiting Scientists.
- iii) The Host Institution will ensure that the Exchange Students are provided with the necessary documentation for obtaining the appropriate visa and will arrange an orientation programme for the Exchange Students.
- iv) The Host Institution will make every reasonable effort to provide Institution approved or suitable accommodation on or off-campus. Accommodation, although not guaranteed, will be provided at the standard rates. Accommodation does not extend to partners, spouses and/or dependants.
- v) The Home Institution will endeavour to ensure that outgoing Exchange Students are suitably prepared for their exchange experience in relation to both academic requirements and matters of health, language and culture/local customs. The Host Institution will provide appropriate assistance in relation to the exchange experience for incoming Exchange Students.
- vi) The Host Institution will notify the Home Institution as soon as it becomes aware of any emergency situation involving an Exchange Student subject to complying with the provisions of relevant data protection legislation.
- vii) The Host Institution will notify the Home Institution if an Exchange Student withdraws.

X. Non-Discrimination and Equal Opportunities

All students and staff will be treated in the same non-discriminatory manner in carrying out the provisions of this MOU. Neither Institution will discriminate on the basis of race, national or ethnic origin, colour, religion, age, gender, sexual orientation, marital status or disability.

XI. Term and Implementation

i) The MOU will come into force following signature by the authorised representatives of both Institutions (the effective date being that of the final signature) and will remain in effect for a period of 5 (five) years unless extended or earlier terminated.

ii) Both Institutions may at any time review this MOU and the actions taken under it. Modifications to this MOU may be made only in writing and by mutual consent, any such modification must be signed by authorised representatives of both Institutions.

iii) The MOU may be extended upon its expiry with the written agreement of both Institutions, any such extension must be signed by authorised representatives of both Institutions.

iv) Either of the Institutions may terminate this MOU by written notification to the other Institution of its desire to terminate giving 1 (one) year prior notice of the desired date of termination. The termination of this MOU shall not affect the implementation of the Exchanges Programmes approved under it prior to such termination notice being issued.

v) At UoM the responsible office will be the School of Biological Sciences Placement Office. At CMU the responsible office will be the Faculty of Medicine.

XII. Force Majeure

Neither Institution shall be liable nor deemed to be in default for any delay or failure in performance under this MOU by reason of any circumstance beyond its reasonable control, including without limitation, fire, explosion, power failure, acts of God; war, revolution, civil commotion, or acts of public enemies; epidemic(s) or pandemic(s), any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; labour unrest, including without limitation, strikes, slowdowns, picketing or boycotts; then the Institution thereby affected shall be excused from its performance on a day-to-day basis to the extent of such interference.

XIII. Anti -bribery and Anti-corruption

The Institutions agree to comply with all applicable anti-corruption and anti-bribery laws and any other applicable laws in connection with their performance under this MOU. Any Institution's failure to comply with any provision of this clause is considered to be a material breach of this MOU and the other Institution may terminate this MOU with immediate effect notwithstanding any other provision herein.

This MOU is not legally binding. The parties will not incur nor be bound by any legal obligations or expense as a result of this MOU.

Both Institutions welcome the establishment of this Exchange Programme and jointly agree to the terms of this MOU as set out above.

**SIGNED FOR AND ON BEHALF OF THE
THE UNIVERSITY OF MANCHESTER**

Signature:



Designation

**Lisa Murphy
Solicitor – Head of Contracts
The University of Manchester**

Date: 25 April 2022

**SIGNED ON BEHALF OF
CHIANG MAI UNIVERSITY**

Signature:




Designation

**Bannakij Lojanapiwat, MD
Special Expert Professor and Dean
Faculty of Medicine
Chiang Mai University**

Date: 20 April 2022

**SIGNED AS READ AND UNDERSTOOD ON
BEHALF OF THE SCHOOL OF BIOLOGICAL
SCIENCES, THE UNIVERSITY OF MANCHESTER**

Signature:



**Designation: Professor Judith Hoyland,
Head of The School of Biological Sciences,
The University of Manchester**

Date: 25.04.2022

ANNEX I SELECTION CRITERIA

Item V

The Home Institution must ensure that the student(s) selected for the Exchange Programme:

- i. are students of good standing at the Home Institution and meet the minimum entry requirements as specified by the Host Institution;
- ii. propose an appropriate programme of study at the Host Institution;
- iii. show the aptitude, motivation and maturity, to thrive in the environment at the Host Institution;
- iv. are fully aware of the associated costs for all fees, personal and living expenses for the duration of study abroad at the Host Institution.

ANNEX II FINANCIAL RESPONSIBILITY OF EXCHANGE STUDENTS

Item VIII

The Exchange Students will be responsible for the following expenses:

- i. tuition, academic and obligatory fees at their Home Institution and, correspondingly, these fees will be waived at the Host Institution;
- ii. medical/health insurance and/or medical expenses incurred that are not covered by that insurance. Applications for UK immigration permission (visa) for more than six months require payment of an additional fee to entitle Exchange Students to free health care under the National Health Service;
- iii. obligatory expenditure required in the country of the Host Institution;
- iv. journey to and from the country of the Host Institution;
- v. personal and living expenses, including accommodation and food; and
- vi. any debts/costs of damages incurred during the course of the exchange period.

The UoM undertakes to provide the following financial support:

- i. A monthly £500 contribution towards the cost of accommodation for students/staff from CMU.
- ii. A monthly bench fee, payable to the UoM supervisor who is hosting the student/staff member.

The CMU undertakes to provide the following financial support:

- i. CMU will use all reasonable endeavours to provide reasonable living accommodation for the Exchange Students from the UoM which will be confirmed to the Exchange Student in advance of the commencement of their placement. However, in the event that the Covid-19 pandemic worsens and no accommodation is available on campus in advance of the start of the placement for an Exchange Student(s), due to such accommodation being reserved for patients in the first instance, CMU agrees to provide all reasonable assistance to enable UoM Exchange Students to obtain alternative, suitable accommodation outside of the campus, for which the UoM exchange students would be liable to cover the costs

ANNEX III OTHER OBLIGATIONS OF EXCHANGE STUDENTS

Item IX

The Exchange Students will be responsible for the following:

- i. applying for accommodation at the Host Institution;
- ii. their travel arrangements;
- iii. satisfying the immigration requirements for their journey to and from the country of the Host Institution;
- iv. arranging medical and third party insurance to cover the entire period of exchange at the Host Institution, this insurance must include medical evacuation and repatriation;
- v. registering with the diplomatic mission of the home country upon arrival in the country of the Host Institution;
- vi. providing the appropriate authority at the Home Institution with their postal and other addresses, upon registration at the Host Institution;
- vii. registering with the Home Institution for the next semester, upon completion of the duration of study at the Host Institution; and

ANNEX 4 DATA PROTECTION

1. DEFINITIONS

In this Annex IV the following definitions shall apply:

Controller, Processor and Data Subject	shall have the meaning given to those terms in the applicable Data Protection Laws;
Data Protection Laws	means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 (DPA) or any successor legislation and the UK GDPR and any other legislation and laws enacted in the UK following its withdrawal from the European Union relating to protection of individuals with regards to the Processing of Personal Data;
Data Processing Particulars	means, in relation to any Processing under this MOU: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects.
ICO	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
Personal Data	means any personal data (as defined in the Data Protection Laws) Processed by either Institution in

connection with this MOU, and for the purposes of this MOU includes Special Category Data (as such Personal Data is more particularly described in Appendix 1 (*Data Processing Particulars*));

Personal Data Breach	has the meaning set out in the Data Protection Laws and for the avoidance of doubt, includes a breach of Paragraph 2.2.2(c);
Processing	has the meaning set out in the Data Protection Laws (and Process and Processed shall be construed accordingly);
Restricted Country	means a country, territory or jurisdiction outside of the UK which the UK Secretary of State has not deemed to provide adequate protection in accordance with Article 45(1) of the UK GDPR;
Security Requirements	means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the sixth data protection principle of the DPA and/or the measures set out in Article 32(1) of the UK GDPR (taking due account of the matters described in Article 32(2) of the UK GDPR)) as applicable;
Special Category Data	means Personal Data that reveals special categories of data as are listed in Article 9(1) of the UK GDPR, namely, race, ethnic origin, politics, religion, trade union membership, genetics, biometrics (where used for identification purposes), health, sex life or sexual orientation together with personal data relating to criminal convictions and offences as set out in Article 10 of the UK GDPR; and
UK GDPR	means regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

2. DATA PROTECTION

2.1 Nature of the Processing

2.1.1 The Institutions acknowledge that the factual arrangements between them dictate the role of each Institution in respect of the Data Protection Laws. Notwithstanding the foregoing, each Institution agrees that the nature of the Processing under this MOU will be as follows:

- (a) the Institutions shall each Process the Personal Data;
- (b) UoM shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular shall be a Controller of the Personal Data where it is Processing Personal Data in relation to administering and managing an international student exchange programme with the Partner;
- (c) the Partner shall Process Personal Data in relation to administering and managing an international student exchange programme with UoM.

2.1.2 Each of the Institutions acknowledges and agrees that Appendix 1 (*Data Processing Particulars*) is an accurate description of the Data Processing Particulars.

2.2 Data Controller Obligations

2.2.1 UoM shall in relation to the Processing of the Personal Data comply with its obligations under the Data Protection Laws. The Partner shall, where relevant, in relation to the Processing of the Personal Data comply with any obligations it may have under the Data Protection Laws, together with any obligations in relation to the Processing of Personal Data that it has under its own national laws and/or any other applicable jurisdiction.

2.2.2 Without limiting the generality of the obligation set out in Paragraph 2.2.1, in particular, each Institution shall:

- (a) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Institution to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this MOU in accordance with the Data Protection Laws and/or, in the case of the Partner, its own national laws and/or any other applicable jurisdiction;
- (b) ensure that all Personal Data disclosed or transferred to, or accessed by, the other Institution is accurate and up-to-date, as well as

adequate, relevant and not excessive to enable either Institution to Process the Personal Data as envisaged under this MOU;

- (c) ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the Security Requirements and where reasonably requested the Partner shall provide to UoM evidence of its compliance with such requirements;
- (d) support the other Institution to make any required notifications to any relevant regulator and affected Data Subjects. In the case of UoM, the relevant regulator is the ICO;
- (e) notify the other Institution in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Institution and shall, within such timescale to be agreed by the Institution (acting reasonably and in good faith):
 - (i) implement any measures necessary to restore the security of compromised Personal Data; and
 - (ii) support the other Institution to make any required notifications to any relevant regulator and affected Data Subjects. In the case of UoM, the relevant regulator is the ICO;
- (f) take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data; and
- (g) hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Institution holds Personal Data Processed by it other than the Personal Data.

2.3 **Transfer of Personal Data to a Restricted Country**

2.3.1 The Institutions acknowledge that to the extent UoM transfers Personal Data to the Partner, it shall be transferring Personal Data to a Restricted Country.

2.3.2 Prior to the transfer of the Personal Data to the Partner in accordance with Paragraph 2.3.1 UoM shall inform the relevant Data Subject of the Processing of such Personal Data that will take place. The necessary condition for such transfer is that it is necessary for the performance of a contract at the request of the Data Subject and this involves transfer of this Personal Data outside the UK.

2.4 **Processing and transfer of Special Category Data**

- 2.4.1 UoM may Process Special Category Data to assist with a Data Subject's Visa application or for another other purpose in relation to the Exchange Programme (including in the event of an emergency). Where this is the case, the legal basis under which UoM Processes the Special Category Data pursuant to Article 9(2) of the UK GDPR is explicit consent, and UoM warrants that it has obtained this consent from the relevant Data Subject.
- 2.4.2 In accordance with Article 49(1) of the UK GDPR, a transfer of such Special Category Data outside the UK will be on the basis of explicit consent unless there is an emergency and it is not possible to obtain explicit consent in which case it will be carried out to protect the vital interests of the Data Subject or another natural person where the Data Subject is physically incapable of giving consent.

Appendix 1

Data Processing Particulars

The subject matter and duration of the Processing	<p>For a university or faculty wide international student exchange programme.</p> <p>Duration of the Processing will be in line with each Institution's records retention policy.</p>
The nature and purpose of the Processing	The administration and management of an international student exchange programme.
The type of Personal Data being Processed	<p>Routinely Processed Personal Data:</p> <ul style="list-style-type: none"> • Name • Date of Birth • Sex • Gender • Nationality • English Language proficiency • Email and postal addresses • Details of course being studied • Records relating to student performance and aptitude • Official transcripts of study credits <p>Special Category Data Processed on an ad hoc basis:</p> <ul style="list-style-type: none"> • Disability information • Medical information • Religion • Sexual Orientation • Information pertaining to a criminal offence/misconduct by or against a student • Information pertaining to academic misconduct
The categories of Data Subjects	Registered students at the Host Institution and at the Home Institution