

ENTRY AGREEMENT

THIS AGREEMENT is dated

August 2022

BETWEEN:

- 1) **THE UNIVERSITY OF LEEDS** (acting through its Faculty of Biological Sciences and School of Medicine) of Leeds LS2 9JT, United Kingdom ("**UL**"); and
- 2) **CHIANG MAI UNIVERSITY** (acting through its Faculty of Medicine) of 239 Huay Kaew Rd, Tambon Su Thep, Mueang Chiang Mai District, Chiang Mai 50200, Thailand ("**CMU**")

WHEREAS

- (A) Both Universities wish to enter into an arrangement whereby certain students from CMU may enrol onto UL's Programme(s) in UL's Faculty of Biological Sciences or School of Medicine.
- (B) Under the programme CMU's Students will spend years one to four and years six and seven studying at CMU and year five studying at UL.
- (C) On successful completion of year five, Students will be awarded a Masters degree from UL.
- (D) On successful completion of year seven, Students will be awarded a Doctor of Medicine degree from CMU.
- (E) UL shall have no role in the delivery of CMU's Programme(s). CMU shall have no role in the delivery of UL's Programmes.
- (F) For the avoidance of doubt under this Agreement the parties are not creating a new academic programme leading to a new award. This Agreement does not create a dual or joint award programme.

- (G) The parties wish to record their agreement to the terms and conditions as set out in this agreement.

DEFINITIONS

“Entry Programme” means the enrolment by UL of CMU's Students onto one of UL's Programmes;

“Student(s)” means a student on one of CMU's Programmes;

“UL's Programme(s)” means UL's programmes as listed in Appendix A;

“CMU's Programmes” means CMU's Doctor of Medicine;

“UL's Minimum Entry Qualification” means Students need to have:

- a) passed all the elements of the first four year of CMU's Programmes and achieved an overall average of 2.8;
- b) some programmes have academic requirements which are in addition to those described in (a), where this is the case they are detailed in appendix A; and
- c) obtained proof of proficiency in English language. Details are noted in Appendix A and B.

Students who do not meet the above UL minimum entry with respect to English language skills may still be considered, but will be required to attend a six or ten week pre-sessional programme delivered by the Language Centre at UL prior to commencing study on a UL Programme. This course will assist Students to acclimatise to study in the UK and also develop their required language skills. Pre-sessional programmes delivered by other providers may be accepted, but Students will need to check with the admissions colleagues in the Faculty of Biological Sciences (fbspqt@leeds.ac.uk) or the School of Medicine (pgmed-admissions@leeds.ac.uk) before commencing a pre-sessional programme which is not taught by the UL.

The UL minimum English language requirements are subject to UK government immigration requirements for entry into the UK and may therefore be subject to change.

UL's Minimum Entry Qualification may be changed by UL. Notice of any change will be given by UL's representative to CMU's representative.

"UL's Representative" means UL's Ian Wood (or such other person as shall be appointed by UL);

"CMU's Representative" means CMU's Prapaporn Suprasert (or such other person as shall be appointed by CMU).

1. ENTRY PROGRAMME

1.1 In order to ensure the viability of the Entry Programme CMU shall encourage at least 10 eligible Students to apply for the Entry Programme each year. UL agrees to accept up to 30 eligible Students from CMU on its Entry Programme. The number of Students that may be accepted each year shall be agreed in writing between UL and CMU representatives.

2. ASSESSMENT

2.1 For the avoidance of doubt, CMU remains free to assess CMU Students in accordance with its normal criteria and practices. UL remains free to assess all Students on UL's Programmes in accordance with its normal criteria and practices.

3. FINANCIAL ARRANGEMENTS

3.1 UL's Faculty of Biological Sciences and School of Medicine will be offering scholarships to Students enrolling on selected UL Programmes through the Entry Programme as set out in Appendix A. Each Student must register on one of UL's programmes and the scholarship will be paid as a deduction from fees. The scholarship will be withdrawn if the Student withdraws or is not allowed to register further. The conditions of the scholarship agreement will be mutually agreed each

year, and the right is reserved by both parties to terminate the scholarship agreements at the end of each academic year. Students receiving this scholarship will not be eligible to receive any other scholarships or discounts offered by UL.

3.2 Unless agreed to the contrary each party shall be responsible for its own costs.

4. PUBLICITY AND POWERS

4.1 Neither party may use the other's logo or name without the other's written consent.

4.2 Neither party shall in any way hold out or represent that it is delivering the other's programmes at any of its teaching sites.

4.3 Except for communication of students' rights, neither party has power to make any representation or commitment on behalf of the other without the other's written consent.

4.4 Neither party shall have the authority to bind the other. Neither party shall constitute the agent or legal partner of the other.

4.5 CMU and UL will actively promote this collaborative educational programme; any promotional material must first be approved by UL's representative and CMU's representative.

5. OPERATIONAL CO-OPERATION

5.1 The UL Representative and CMU Representative shall be in regular communication to resolve any issues relating to the UL Entry Programme.

5.2 Applications to the UL Programmes will be made using the normal UL admissions procedure. Students wishing to enter the Entry Programme at UL will need to apply for a place by 31 January of the year in which they will start the programme. Applications received after the deadline may also be considered at the discretion of UL. For the avoidance of doubt Students will not become registered students of UL until they register and take up their place on a UL Programme in accordance with UL's normal

procedures. Students' registration with UL shall finish at the end of their studies on a UL Programme.

6. **DATA PROTECTION**

6.1 Upon request, UL will share academic transcripts with CMU for Students who have completed a UL programme. This exchange remains subject to UL being successful in obtaining the written consent of Students.

6.2 Save as referred to above there is no intention that any personal data relating to Students will be passed between CMU and UL.

7. **EXPORT CONTROLS**

7.1 The Parties shall comply with all sanctions and export control applicable laws to which they are subject and which are applicable to any items, including but not restricted to goods, materials, biological agents, software, data or technology transferred between them.

7.2 Each Party shall specifically inform the other Party, before the transfer of any such item, of all sanctions and export control conditions applicable to the transfer and the item.

7.3 Each Party may terminate this contract immediately, without incurring any liability, if it reasonably apprehends that continuing to service this contract would be in breach of any applicable sanctions or export control laws. Subject to any limitations on liability referred to above in the event that an application by a Party for an export licence is denied, the other Party hereby indemnifies and shall hold harmless that Party against all and any liability resulting from the licence denial.

8. **TERMINATION**

8.1 This Agreement shall commence on 01 September 2022 and subject to the other terms of this clause continue for a period of three years. This will mean that the first cohort of Students commencing the Entry Programme will start in September 2022

and last cohort will start in September 2024 unless the agreement is subsequently renewed. Students will not be able to defer their enrolment onto a UL Programme.

- 8.2 Either party may terminate this Agreement if the other shall be in material breach and following written notice of such breach shall not have remedied the breach within a period of 30 days.
- 8.3 A party may upon 6 months written notice to the other decline to allow any further Students to commence the Entry Programme. For the avoidance of doubt any Students that have already accepted an offer to commence the Entry Programme in accordance with agreed procedures will continue to be taught out under the Entry Programme.
- 8.4 A party may immediately upon notice terminate this Agreement if the other shall become bankrupt, go into liquidation, be wound up, become insolvent or generally be unable to pay its debts as they fall due.

9. GENERAL

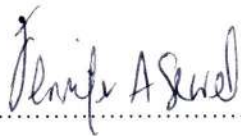
- 9.1 A party shall not be required to meet a commitment under this Agreement where it cannot practically do so because of Covid 19 (or other serious communicable disease).
- 9.2 This Agreement represents the entire understanding between the parties and supersedes all other arrangements.
- 9.3 Both parties agree to ensure that none of its personnel or other representatives involved in this Agreement shall commit any corrupt practices and in particular they shall not personally receive any money, gift or other benefit in kind relating to this Agreement. If at any time a party becomes aware of or is suspicious of any bribery activity taking place where relating to this Agreement it shall immediately inform the other's authorised representative. Both parties agree to have in place effective anti-bribery prevention procedures. CMU are required to respect UL's Anti-Bribery Policy

(see http://www.leeds.ac.uk/secretariat/documents/anti_bribery_policy.pdf). Both parties agree to cooperate with any anti-bribery compliance programme.

- 9.4 This Agreement may only be varied with the written consent of UL's Representative and CMU's Representative.
- 9.5 If either party shall temporarily not enforce any provision of this Agreement then unless a variation in accordance with 8.4 above such temporary forbearance shall not constitute a waiver.
- 9.6 This Agreement does not create any third-party rights and no third party may rely upon any provision of this Agreement.
- 9.7 Where consent or notice is required under this Agreement it may only be given and received by either UL's Representative or CMU's Representative respectively.
- 9.8 Neither party may assign, transfer or sub-contract its commitments under this Agreement.
- 9.9 Both parties warrant the arrangements under this Agreement do not require the consent of or registration with any government agency such as their respective Government ministries covering higher education.
- 9.10 Each party warrants that this Agreement complies with its own national laws. If there is a change in a party's own law requiring further consents or procedures that party shall immediately notify the other as soon as it becomes aware of the issue. If the respective local law no longer permits this Agreement then the Agreement shall terminate.
- 9.11 Each party remains free to award its degrees in accordance with its normal academic practices. Neither party is involved in the teaching or assessment of each other's academic programmes (CMU Programmes and UL Programmes respectively). Each party remains responsible for the delivery of its own programme and academic award. There is no joint liability for the Entry Programme.

9.12 The two parties will try settle any dispute arising at any point of time during the duration of this Agreement by mutual discussions or with the consent of both parties through an independent arbitrator.

Signed for and on behalf of
THE UNIVERSITY OF LEEDS by;

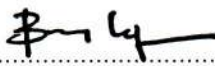


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Jennifer Sewel
University Secretary

Date: 14 / 09 / 2022

Signed for and on behalf of
CHIANG MAI UNIVERSITY by;



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Special Expert Professor Bannakij Lojanapiwat, MD.
Dean, Faculty of Medicine

Date: 19 / 09 / 2022

Appendix A

UL's Programmes, Scholarships Available, IELTS Requirements, and Additional Entry Requirements

Faculty of Biological Sciences

UL Programme	Number of scholarships available*	Scholarship amount	IELTS requirement	Additional entry requirements
MRes Neuroscience	5	£4,000	6.5	An admissions interview will be required
MSc Infection, Immunity & Human Disease	5	£4,000	6.5	N/A
MSc Precision Medicine: Genomics & Analytics	5	£4,000	6.5	While the course does not assume any prior knowledge of statistics, we require that students demonstrate their aptitude for statistics from either undergraduate teaching in statistics/mathematics, an A-level (or equivalent) in mathematics or other relevant experience.
MSc Drug Discovery & Development	3	£4,000	6.5	N/A
MSc Biopharmaceutical Development	3	£4,000	6.5	N/A

MSc Sports & Exercise Medicine	3	£4,000	6.5	An admissions interview will be required
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*The Faculty of Biological Sciences reserves the right to be flexible in the awarding of scholarships between programmes

School of Medicine

UL Programme	Number of scholarships available	Scholarship amount	IELTS requirement	Additional entry requirements
MSc Clinical Embryology and Assisted Reproduction Technology	N/A	Nil	6.5	N/A
MSc in Cardiovascular Health and Disease (from 2023)	4	£4,000	7.0	N/A
MSc Medical Imaging	4	£4,000	7.0	N/A
MSc International Health	4	£4,000	6.5	N/A
MSc Health Informatics with Data Science	N/A	Nil	7.0	The course requires the completion of quantitative/statistics modules at Bachelors level
MSc Molecular Medicine	N/A	Nil	7.0	N/A
MSc Cancer Biology and Therapy	N/A	Nil	7.0	N/A

6.5 = 6.5 overall average with no less than 6.0 in any component.

7.0 = 7.0 overall average with no less than 6.5 in any component.

For up-to-date IELTS requirements, please see the course page on courses.leeds.ac.uk as the above IELTS requirements may change.

Appendix B

IELTS Equivalencies

Overall IELTS (Academic) score of 6.5 (with no less than 6.0 in all components – reading, listening, writing, and speaking components), is equivalent to:

- a total score of 92 with at least 22 in listening, 22 in reading, 24 in speaking, and 23 in writing on the TOEFL internet-based test; or
- PTE Academic English Language Proficiency test by Pearson with at least 64 overall and at least 64 in each of the skills

An overall IELTS (Academic) score of 7.0 (with no less than 6.5 in all components – reading, listening, writing, and speaking components), is equivalent to:

- a total score of 100 with at least 23 in listening, 23 in reading, 25 in speaking, and 24 in writing on the TOEFL internet-based test; or
- PTE Academic English Language Proficiency test by Pearson with at least 68 overall and at least 68 in each of the skills

The relevant test above must have been taken within the relevant validation period; AND in accordance with United Kingdom (UK) immigration regulations that are applicable to student migrants, remain valid at time of issuance of Confirmation of Acceptance for Studies (CAS) and at time of registration at UL.