



Memorandum of Understanding

BETWEEN

**School of Music
College of Performing and Visual Arts
University of Northern Colorado**

AND

**Faculty of Music
Silpakorn University**

This Memorandum of Understanding ("MOU") is made by and between the State of Colorado by and through the Board of Trustees of the University of Northern Colorado School of Music ("UNC" or "Host University") and Silpakorn University Faculty of Music ("Home University").

WHEREAS, UNC and Silpakorn agree to establish an Exchange Student Program for students of Silpakorn.

NOW THEREFORE, in consideration of the foregoing, the parties mutually agree to the following general terms and conditions.

STUDENT EXCHANGE

I. Number of Study Abroad Students and Duration of Program

- a) Commencing with the 2016 academic year, and in each succeeding year during the term of the MOU, each Party can nominate 2 full-time students as exchange students annually. Any variance in the number of exchange students each year may be negotiated and agreed by the Parties before recruitment of students. If a Party is unable to send 2 full-time equivalent exchange students per year during any year of the Agreement, then that Party will be eligible to send additional students in the following year to make up for the imbalance in the previous years. However, once a student from a Party has registered in the Host University for one academic semester/year of study, the quota is considered to be filled, even in the students fails to complete the semester/year of study for any reason.

- b) The selected student (s) will be admitted as a full-time student of each Party
- c) The duration of the exchange is one semester or one academic year, depending on the student's ability to maintain the eligibility requirements of both Parties.
- d) Exchange students will be responsible for tuition and fees at the rate of the host university.
- e) Exchange students are eligible for scholarship support from the host university.
- f) Students that complete a degree program at UNC or Silpakorn are eligible to audition for postgraduate degrees.

II. Student Selection, Course of Study Enrollment

- a) Candidates for this student exchange will be selected by the Home University. The Home University assures that students have the language proficiency necessary to fulfill their academic plan. If it is shown a student does not have the necessary proficiency, the student will be enrolled in supplemental non-credit English-language classes. The Host University will reserve the right to make the final decision regarding the admission of each student nominated for the program.
- b) Selected candidates from the home university will have to pass the audition process of the host university committee before being accepted as an exchange student. Videos are acceptable as auditions.
- c) Only the courses that are evaluated as equivalent courses can be counted as accredited courses in the programs of both Parties (See Appendix). A diagnostic test will be given by each institution to ensure that students are prepared to take classes in music theory, composition, and aural skills. If students need remedial work, they will be advised of this prior to registration for classes so they can be successful in the program.
- d) While in the Program, students shall be subject to the rules, orders, policies, procedures, guidelines and discipline of the Host University and all relevant statutes and legal requirements under which the Host University operates.
- e) During the time of exchange, the accepted candidate will be placed under the advising of designated faculty of the host university to make sure the course registration could be counted toward degree fulfillment.

- f) Both Parties acknowledge that due to US visa restrictions, all study to be undertaken at the Host University must comprise a full-time undergraduate load, a minimum of 12 credits a semester.
- g) Following the term of the Program, students will request the Host University to send the transcript of grades and an evaluation of their work to the appropriate office at the Home University in English. In order to receive such transcript and evaluation, the Program students must satisfy the requirements of the Host University. Grading will be assigned according to the system used by Host University. The grade conversion from one system to the other will be determined by the student's Home University.

III. Fees and Costs

- a) Students in the Program shall pay undergraduate tuition at \$7,500 per year and fees to the Host University in accordance with the policies of the Host University. The tuitions rate is subject to change based on the market.
- b) The Host University will use reasonable endeavors to assist Program students in finding living accommodations on or near the Host University's campus.
- c) Program students shall be responsible for personal health and hospitalization insurance coverage. Students are required to enroll in a university health plan at their own expense or provide written proof of insurance (in English) equal to or greater than the minimum required by the U.S. government for J-1 visa students.
- d) Program students will be responsible for making their own international and domestic travel arrangements and associated costs, as well as for expenses involving housing, meals, study materials, local transportation, personal expenses, passport, visa applications and all other general living expenses.
- e) No monetary consideration will be exchanged between the Parties.

IV. Limitation of Liability

Each Party agrees to be responsible for its respective wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the extent required by law. UNC is an institution of higher education of the State of Colorado whose liability is at all times herein governed and controlled by the provisions of the Colorado Governmental Immunity Act (CRS §24-10-101, et seq.). Nothing in this MOU shall be construed as a waiver of sovereign and governmental immunities.

V. Use of Logos and Names

Neither party shall use the other institution's name, or any trademark in any form, including advertising, promotion, or sales literature without first obtaining the written consent of other institution.

VI. Amendment, Renewal, and Termination

- a) This MOU will take effect from the date of the last signature and will continue to operate for a term of five (5) years. It may be modified or revised only by the mutual written agreement of the Parties.
- b) This MOU may be renewed by mutual agreement of the Parties if confirmed in a written document signed by both Parties.
- c) This MOU may be terminated by either Party for any reason provided that six months written notice of termination is given to the other Party. In the event of termination of this MOU, the Parties will provide all normal support services as outlined in this MOU for the current group of Program students until the end of their exchange.
- d) Either Party may terminate this MOU if the other is in default or in breach of any provision under this Agreement provided that the aggrieved Party has first given no less than thirty (30) days written notice of its intention to terminate this MOU due to such default or breach. If the default or breach has not been remedied at the expiry of such thirty (30) day period the aggrieved Party may by written notice terminate this MOU immediately.

VII. Representation

The Parties will not represent themselves, and will ensure that their employees do not represent themselves, as being an employee, partner or agent of the other Party, or as otherwise able to bind or represent the other Party. A Party will not by virtue of this MOU be or for any purpose be deemed to be an employee, partner or agent of the other Party, or as having any power or authority to bind or represent the other Party.

VIII. Faculty Exchange, Library, Activities

- a) Parties agree to notify each other of major activities and competitions.
- b) Encourage faculty guest lectures, master classes, and workshops.
- c) Identify opportunities for library cooperation, including consultation and research support.

IX. Publications and Property

Publications of position or administrative practice that result from the collaboration between the two institutions under the terms and conditions of this Agreement must give recognition to this Agreement therein. Likewise, this Agreement must also be mentioned in all academic courses and formal presentations that result from collaboration under the terms of this Agreement. Scholars from the two partnering institutions who are considering undertaking the endeavor of a collaborative research project are encouraged to discuss authorship, ethical and institutional requirements, such as obtaining informed consent from human participants, and related academic responsibilities prior to conducting the investigation.

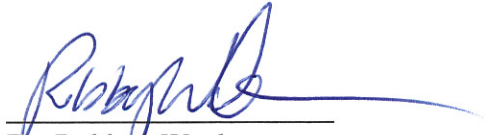
To the extent permissible under intellectual property policies adopted by the Board of Trustees at the University of Northern Colorado and the PRC's National Institute of Education, both parties agree to the exchange of information generated by either of the parties in connection with this agreement.

Likewise, to the extent permissible under intellectual property policies adopted by the Board of Trustees at the University of Northern Colorado, and by the PRC's National Institute of Education Sciences' Policies and Procedures on Intellectual Property Transfer, inventions made jointly by members of the two research groups will be jointly owned by the signing institutions.

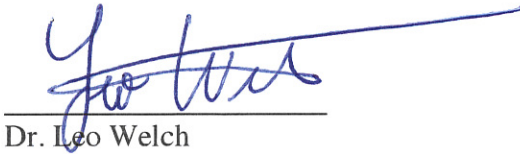
Executed as an Agreement:

For and on behalf of the
School of Music,
University of Northern Colorado

For and on behalf of the
Faculty of Music,
Silpakorn University



Dr. Robbyn Wacker,
Provost, Vice President of Academic Affairs



Dr. Leo Welch
Dean, College of Performing and
Visual Arts



Damrih Banawitayakit,
Dean, Faculty of Music



Dr. Michael Alexander
Director, School of Music

Date: 3/16/2016