

MEMORANDUM OF UNDERSTANDING
BETWEEN
INSTITUTE OF MEDICINE
SURANAREE UNIVERSITY OF TECHNOLOGY
AND
TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK

This MEMORANDUM OF UNDERSTANDING ("Memorandum") is entered into on this Wednesday of 12th October, 2011 by and between SURANAREE UNIVERSITY OF TECHNOLOGY, THAILAND located at Suranaree Sub-District, Muang District, Nakhon Ratchasima 30000 and the TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK, located at 1500 South Main Street, Fort Worth, Texas 76104 ("DISTRICT") and In the spirit of cooperation, it is agreed that Suranaree university of technology and the John Peter Smith Department of Family Medicine Residency Program, a training program sponsored by DISTRICT, will work together to develop and promote family medicine in their respective countries. This collaboration may embrace projects whose objectives and activities might include:

Objective

- Working in partnership to further develop a broad-based, evidence-based medical curriculum, relevant to Family Medicine, in which skills and attitudes are identified, as well as knowledge.
- Working cooperatively in the development of training programs for family medicine doctors in the community who will have a mentoring role for residents and students seeking to embark in a career in Family Medicine.
- Collaborating in the development of rigorous exam methodologies to ensure that the students and residents are tested, in knowledge, skills and attitudes, in appropriate ways and in culturally relevant settings.
- Collaborating on joint research programs, subject to separate written agreements.
- Considering International Courses to develop a cohort of teachers in Family Medicine, who would be trained in medical education and supported as they develop the necessary skills to teach Family Medicine at both the undergraduate and postgraduate levels.
- Training in skills that would enhance Maternity and Neonatal Care such as Advanced Life Support in Obstetrics, Neonatal Resuscitation, etc.

Activities

To achieve these objectives the parties will collaborate in a number of ways, including:

- Promoting the exchange of teachers for short-term, and possibly longer-term, assignments and training programs
- Facilitating the exchange of undergraduate students and postgraduate residents.
- Participating, where possible, in symposia, workshops and meetings on family medicine and research issues.
- Collaborating on joint research programs, subject to separate written agreements.

Financial Agreements

There are no financial arrangements contemplated by this Memorandum. Should any program or activity be presented for support, financial arrangements will be negotiated and agreed to in writing, in advance by all Parties. The financial arrangements, rights to intellectual property and publication of articles relating to each project and program of cooperation will be negotiated and agreed to in writing, in accordance with the specific agreement for a specific activity. The collaborative team will develop written guidelines and criteria for any financial, support, publication and publicity arrangements prior to implementing individual program activities.

Coordination

- Each party will use its best efforts to work together, offering advice and helping with jointly agreed projects, activities and programs.
- Each institution will nominate one key representative in charge of the program of collaboration.

- The nominated representatives will be tasked with acting as main contacts for individual and group activities and planning and coordinating all activities within their own institution. The representatives should communicate on a regular basis to evaluate past activities and to plan for future collaboration programs.

Term

This Memorandum of Understanding will last for five years from date of signature, indicating approval by all institutions. It may be renewed upon the mutual written agreement of the Parties. It may be terminated by any party, at any time; by giving all other parties three (3) months advance written notification.

Modification. No supplement, modification, or amendment of any term, provision, or condition of this Memorandum shall be binding or enforceable on either party hereto unless in writing signed by both parties.

Entire Agreement. This Memorandum contains the entire understanding between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the parties.

Applicable Law. This Memorandum shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions and the venue of any litigation arising from this Memorandum shall be in the District Courts of Tarrant County, Texas or the United States District Courts of the Northern District of Texas located in Fort Worth, Texas. The venue of any dispute resolution activity shall be in Fort Worth, Tarrant County, Texas.

Notices. All notices provided for by this Memorandum shall be made in writing either (a) by actual delivery (e.g., personally, by commercial courier service, or by confirmed telefacsimile) of the notice, or (b) by the mailing of the notice by United States Postal Service certified or registered mail, return receipt requested, and addressed to the Party to be notified at the address set forth on the execution page below (or at such other address as may be given by notice by a Party). The notice shall be deemed to be received (i) if by actual delivery, on the date of its receipt by the Party, or (ii) if by mail, on the second day on which mail is delivered following the date of deposit in the United States Postal Service.

Severability. Should any part, term, or provision of this Memorandum be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.

Assignment. No party to this Memorandum may assign this Memorandum without the prior written consent of the other party.

Applicable Law. This Memorandum shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions and the venue of any litigation arising from this Memorandum shall be in the District Courts of Tarrant County, Texas or the United States District Courts of the Northern District of Texas located in Fort Worth, Texas. The venue of any dispute resolution activity shall be in Fort Worth, Tarrant County, Texas.

Relationship of the Parties. None of the provisions of this Memorandum are intended to create, and none shall be deemed or construed to create, any relationship between the parties, other than that of independent contractors. This Memorandum shall not create the relationship of employer-employee, agency, partnership, or joint venture. Neither party shall have the right or power in any manner to unilaterally obligate the other to any third party, whether or not related to the purpose of this Memorandum.

Budgetary Limitations. SURANAREE UNIVERSITY OF TECHNOLOGY, THAILAND acknowledges and agrees that District is a governmental entity and, as such, is subject to an annual budgetary process and the limitation and restrictions of fiscal funding. Notwithstanding any other provision herein, if and to the extent the obligations of this Memorandum, either in its initial term or in any automatically or otherwise renewed term, should continue over into the District's subsequent fiscal years following that fiscal year when this Memorandum was executed and funds are not appropriated or budgeted for this Memorandum and completion of the term in question, the District may terminate this Memorandum without penalty and shall have no further obligation or liabilities hereunder. However, if the Memorandum is terminated pursuant to the terms above, District agrees to pay for fees and charges incurred as of the termination date.

Texas Open Records Act. SURANAREE UNIVERSITY OF TECHNOLOGY, THAILAND acknowledges that District is a governmental body under Chapter 552 of the Texas Government Code and thereby acknowledge that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Public Information Act request and hereby assume full responsibility for challenging any requests for information it considers confidential under Chapter 552. District agrees to notify SURANAREE UNIVERSITY OF TECHNOLOGY, THAILAND of any Public Information Act requests that seek disclosure of potentially confidential information under the Memorandum between the parties; however failure to notify by District shall not be deemed a material breach of the Memorandum.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum to be duly executed as of the date set forth below.

SURANAREE UNIVERSITY OF TECHNOLOGY, Thailand

By: *Vanich Vanapruk, MD*

Vanich Vanapruk, MD

Dean, Institute of Medicine

Suranaree University of technology, Thailand

Date: *12th October 2011*

DISTRICT

By: *Josephine Fowler, MD*

Josephine Fowler, MD MSc FAAFP

Vice President of Academic Affairs

Tarrant County Hospital District

Date: 12th October, 2011

Project Director

By: *John O. Gibson, MD*

John Gibson, MD

Director of Global Health Training in Department of Family Medicine

Tarrant County Hospital District

Date: 12th October, 2011

สรุปลงสารสำคัญ
(ร่าง) บันทึกความเข้าใจ ระหว่าง
สำนักวิชาแพทยศาสตร์ มหาวิทยาลัยเทคโนโลยีสุรนารี และ
Tarrant County Hospital District D/B/A JPS Health Network

1. (ร่าง) (Memorandum of Understanding) ระหว่างสำนักวิชาแพทยศาสตร์ มหาวิทยาลัยเทคโนโลยีสุรนารี และ Tarrant County Hospital District D/B/A JPS Health Network สหรัฐอเมริกา สรุปลงสารสำคัญ ดังนี้

1.1 **หน่วยงานเจ้าของเรื่อง :** สำนักวิชาแพทยศาสตร์

1.2 **วัตถุประสงค์ :** ส่งเสริม พัฒนาความร่วมมือระหว่างสองสถาบันในด้านการศึกษาและวิจัย สาขาเวชศาสตร์ครอบครัว

1.3 **กิจกรรม :**

1.3.1 การแลกเปลี่ยนอาจารย์ นักศึกษาบัณฑิตศึกษา และปริญญาตรี

1.3.2 การเข้าร่วมการประชุม สัมมนา ด้านเวชศาสตร์ครอบครัวและการวิจัย

1.3.3. การวิจัยร่วมกัน (ซึ่งขึ้นอยู่กับการจัดทำข้อตกลงเป็นกรณี)

1.4 **ระยะเวลา :** 5 ปี

1.5 **การเงิน :** ไม่มีข้อผูกมัดทางการเงินที่จะเกิดขึ้นเนื่องจาก MOU นี้ (หากจะมีการเสนอให้มีการดำเนินกิจกรรมหรือแผนงานใดๆ ทั้งสองฝ่ายจะต้องหารือเรื่องการเงินและมีข้อตกลงร่วมกันเป็นลายลักษณ์อักษรล่วงหน้า)

2. **ข้อมูลโดยสรุปเกี่ยวกับสถาบัน :** John Peter Smith (JPS) Hospital เป็นโรงพยาบาลของรัฐใน Tarrant County ทางตอนเหนือของมลรัฐเท็กซัส ก่อตั้งเมื่อปี ค.ศ. 1877 เป็นโรงพยาบาลขนาด 567 เตียง และเป็นศูนย์แพทยศาสตรศึกษาชั้นคลินิกร่วมกับ Fort Worth Medical College เพื่อผลิตแพทย์ระดับหลังปริญญาในสาขา Family Medicine, Sports Medicine, Geriatrics, Emergency Medicine, Pain Medicine, Psychiatry, Obstetrics and Gynecology, Orthopedic Surgery, General Surgery, Oral and Maxillofacial Surgery Otolaryngology, Ophthalmology, Podiatry, and Radiology และได้รับความนิยมเป็นลำดับหนึ่งของประเทศสหรัฐอเมริกาในสาขา Family Medicine
