

Memorandum of Understanding

Between

NEAS Australia (National ELT Accreditation Scheme Ltd)

And the

ASEAN University Network (AUN) Secretariat

Concerning collaboration and cooperation of quality assurance and accreditation in English language teaching and testing for AUN Members

This Memorandum of Understanding is made between:

NEAS Australia (National ELT Accreditation Scheme Ltd) of Suite 9, Level 1, 34 Princes Highway, Figtree. NSW 2525 and referred to hereafter as "NEAS"

Whereas NEAS is a non-profit industry organisation concerned with the quality assurance of English language teaching providers, their courses and teachers in Australia, ASEAN region and other jurisdictions that elect to apply for and maintain NEAS Quality Endorsement.

Office of the AUN Secretariat, of 17th Floor, Chaloem Rajakumari 60 Building, Chulalongkorn University, Phayathai Road, Bangkok 10330, Thailand, and referred to hereafter as "AUN SECRETARIAT"

Whereas AUN SECRETARIAT, is the executive committee of the ASEAN University Network (AUN), an inter-governmental organization under the ASEAN Secretariat. The AUN Membership consists of 30 core members and more than 200 associate members.

Whereby both parties having similar objectives in the advancement of quality assurance in English language teaching and assessment, enter in this arrangement in order to establish closer relations.

Article I: MEMORANDUM OF UNDERSTANDING OBJECTIVES

NEAS and AUN SECRETARIAT do agree to enter into a Memorandum of Understanding to cooperate and collaborate on matters of mutual interest, benefit and concern, and will use their best endeavours to establish relevant and effective enhancements to the process and management of Quality Assurance in English Language Teaching in the jurisdictions of the ASEAN region and Australia.

Article II: COMMUNICATION AND COORDINATION OF THE MEMORANDUM OF UNDERSTANDING

The content, timing and dissemination of any news release, public announcement, advertisement or any other form of publicity by any of the Parties concerning this Memorandum of Understanding, or any proposals, or any contracts, or other agreements to be carried out as a result of this Memorandum of Understanding, will be subject to the prior mutual approval of both Parties, provided that neither Party unreasonably withholds such approval.

The following liaison agents are appointed to manage the implementation and review of the memorandum of understanding;

NEAS

Dr Patrick Pheasant

Chief Executive Officer

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AUN SECRETARIAT

Dr Choltis Dhirathiti

Executive Director

Tel: +662 2153640

Email: aun.executivedirector@gmail.com

Matters related to this Memorandum of Understanding will be coordinated between the Chief Executive Officer (NEAS) and the ASEAN University Network Secretariat (AUN SECRETARIAT).

Article III: PRINCIPLES OF COOPERATION

The parties will enter into dialogue around English language teaching providers which are quality assured by both NEAS and AUN SECRETARIAT, and to exchange relevant information where legally appropriate. NEAS and AUN SECRETARIAT will achieve this by;

- a) Cooperating on mutually agreeable quality assurance activities that benefit both parties and that of English language teaching providers with a quality assurance relationship involved both NEAS and AUN SECRETARIAT.
- b) Provide opportunities for the professional development of staff from both agencies, to learn from and create opportunities for the sharing of best practice.
- c) Share non-confidential intellectual property regarding each agency's approach, systems and processes around the delivery and assessment of quality assurance in relation to providers of English language teaching.
- d) Cooperate on matters associated with quality assurance for the benefit of both parties.

Article IV: PROJECT MANAGEMENT

The parties may seek to enter into the delivery of joint projects. In this instance a project management plan with a comprehensive schedule will be negotiated, with contingent responsibilities itemised and added to as an addendum to this Memorandum of Understanding.

Article V: RESOURCES AND INDEMNITY

Each party undertakes to be responsible for its own costs in relation to the management of the Memorandum of Understanding.

Neither Party shall be liable to the other for any direct or indirect damages whatsoever, including but not limited to payment for loss of goodwill, loss of profits or prospective profits of any kind or nature sustained or arising out of or alleged to have arisen out of this Memorandum of Understanding.

Article VI: CONFLICT RESOLUTION

Matters where an issue or dispute arises between the parties and in relation to this Memorandum of Understanding shall be managed through consultation and negotiation.

Article VII: DURATION

This Memorandum of Understanding shall enter into force on the date of the signing of the Memorandum of Understanding by both Parties for an initial period of TWO (2) years. Thereafter, it will subsequently be renegotiated for TWO (2) year periods, subject to revision or modification by mutual written agreement.

Article VIII: CONFIDENTIALITY

Each Party may not disclose the confidential information of the other Party to a third party without first having obtained the approval of the owner in writing.

Article IX: LEGAL STANDING

This Memorandum of Understanding does not create a legally binding relationship between the parties, nor does it confer the right for either party to represent or act on behalf of the other. Nothing in this Memorandum of Understanding shall create an association or partnership between the Parties and both Parties shall remain free to negotiate with third parties on any area mentioned in this Memorandum of Understanding.

Article X: ALTERATION

This agreement may not be altered without the consent and written approval of the parties.

Article XI: TERMINATION

Each Party shall be entitled to terminate this Memorandum of Understanding with immediate effect and without judicial intervention through a registered letter to the other Party. Upon termination of the Memorandum of Understanding, all rights and obligations of the Parties hereunder will cease, except;

- (a) That all obligations that accrued prior to the effective date of termination and any remedies for breach of this Memorandum of Understanding shall survive any termination,
- (b) That each Party shall promptly return all confidential information and permanently erase all confidential information from any computer and storage media,
- (c) That financial responsibilities and non-Disclosure shall survive in perpetuity.

SIGNATORIES

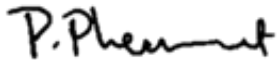
We the undersigned, and as the duly authorised representatives of our respective agencies confirm our intent to enter into this Memorandum of Understanding.

Signed in TWO (2) original copies in the English language, all texts being equally authentic.

Signed in Australia on the 18 January 2023

Signed in Thailand on the: 18 January 2023

On behalf of NEAS Australia



Dr Patrick Pheasant
Chief Executive Officer
NEAS Australia

On behalf of ASEAN University
Network Secretariat



Dr Choltis Dhirathiti
Executive Director
ASEAN University Network