

**MEMORANDUM OF UNDERSTANDING
(Hereinafter referred to as “MOU”)**

**MADE AND ENTERED INTO BY AND BETWEEN
INDIAN COUNCIL FOR CULTURAL RELATIONS
(Hereinafter referred to as “ICCR”)**



**AND
SILPAKORN UNIVERSITY
(Hereinafter referred to as “the University”)**



(and hereinafter collectively referred to as Parties)

**ON THE ESTABLISHMENT OF THE
ICCR CHAIR OF SANSKRIT
(Hereinafter referred to as “the Chair”)**

ICCR and the Silpakorn University hereby agree to cooperate in the establishment and functioning of the Chair on the following basis:

1. GENERAL TERMS AND CONDITIONS

- 1.1 The Chair would be deemed a **long-term Chair**.
- 1.2 Each individual appointment to the Chair (to be hereinafter referred to as the Visiting Professor) would be for a period of **two academic years**.
- 1.3 This MOU will come into force on the date of signature hereof, and will remain in force **till 2019**.
- 1.4 Termination or continuation of this MOU will be with mutual agreement in accordance with procedure outlined in Article 8 of this MOU.
- 1.5 The appointment will be made in accordance with the selection procedure outlined in Article 5 of this MOU.

2. OBLIGATIONS OF ICCR:

- 2.1 ICCR will meet costs relating to the salary and appropriate allowances of the Visiting Professor and will also provide international air passages in respect of the Visiting Professor and his/her spouse at the time of joining and on completion of tenure at the University. ICCR will also process visa applications and if so required, pay visa costs for the Visiting Professor and his/her spouse.

2.2 ICCR through the Embassy of India, Bangkok will provide a furnished apartment to the Visiting Professor.

2.3 The Visiting Professor & his/her spouse will be provided medical treatment through doctors/hospitals empanelled with Embassy of India, Bangkok under AMA scheme for which costs will be borne by ICCR.

3. OBLIGATIONS OF THE UNIVERSITY:

3.1 The University will provide suitable office space, secretarial assistance and other assistance consistent with the efficient functioning of the Chair, such as a Personal Computer with Internet, telephone and fax etc.

3.2 The University shall provide transportation to the Visiting Professor **for teaching at different campuses in and around Bangkok and** during official assignments on behalf of the University.

3.3 The University will also arrange at least one public lecture to be delivered by the Visiting Professor, which would be termed the ICCR Lecture on India.

4. OBLIGATIONS OF THE VISITING PROFESSOR:

4.1 The Visiting Professor will discuss and finalize the curriculum in consultation with the University.

4.2 The Visiting Professor will teach as per the curricular requirements of the University and will take part in other activities such as departmental seminars, conferences, faculty meetings etc. as mutually agreed between the University and the Visiting Professor.

4.3 The Visiting Professor will deliver at least one public lecture every year to be arranged by the University as specified in Article 3.3

4.4 The Visiting Professor will abide by the University's Code of Conduct and HR policies to the extent that they do not come into conflict with the terms and conditions of his commitment to ICCR, which is the deputing authority.

5. SELECTION PROCEDURE:

Selection of the chair will be done as follows: -

5.1 The University will convey to ICCR **the specialization required for the Sanskrit Chair, if any,** which it would like the Chair to teach at least one year prior to the commencement of the academic year.

- 5.2 The University may also suggest possible candidates for ICCR's consideration.
- 5.3 The minimum qualifications for the Visiting Professor will be that he/she should have a doctoral or equivalent qualification and at least 8-10 years of teaching experience in an institution of higher education and/or research experience in the required area of expertise.
- 5.4 ICCR will provide to the University a panel of at least three suitable candidates, within three months from the receipt of the request from the University under Article 5.1.
- 5.5 The University will select one candidate from the panel provided by ICCR and inform ICCR of its decision **within 30 days** from the date of receipt of the panel.
- 5.6 ICCR will issue the "Offer of Appointment" letter to the selected candidate and will confirm his/her acceptance to the University within one month of being informed of the University's decision. ICCR will also issue the final 'Appointment Order' to the Visiting Professor before his departure.
- 5.7 Thereafter, the exact courses and schedule will be determined in consultation between the successful candidate and the University.
- 5.8 The exact date for the commencement of the Visiting Professor's tenure will be conveyed by the University to ICCR at least four months in advance.

6. VISA ARRANGEMENTS:

- 6.1 ICCR will issue an official passport to the Visiting Professor and to his/her spouse and the appropriate visa would be obtained on this official passport in accordance with the immigration rules of the country.
- 6.2 The University will advise ICCR on the appropriate visa and other related documents required to be obtained for the Visiting Professor and his/her spouse, which would ensure entrance into, residence in and permission to carrying out his/her assignment in Thailand for the duration of the appointment.
- 6.3 The University will also provide whatever documentation is required from the University by the immigration authorities of Thailand for issue of the appropriate visa to the Visiting Professor.
- 6.4 ICCR will then approach the Mission of the country in India for obtaining the relevant visa and any related documents covered under Article 6.3.

- 6.5 The Visiting Professor must ensure compliance with the rules, regulations and procedures for obtaining the relevant visa.
- 6.6 The visa and other related documents must be obtained prior to entering Thailand.
- 6.7 The Visiting Chair is required to comply with all conditions of the visa and is responsible for providing the University with original evidence of his/her visa and advising the University if his/her visa status changes at any time during his/her stay in Thailand.

7. RECOGNITION OF THE SPONSORSHIP:

- 7.1 ICCR's contribution to the Chair, and the University's acceptance of the Chair, shall be suitably acknowledged in all relevant publications of either Party.
- 7.2 Wherever the logo of either Party is to be used, it shall be done by prior mutual consent.

8. TERMINATION/CONTINUATION OF THIS MOU:

- 8.1 A request for continuation and/or termination of this agreement could be initiated by either party and should so be done through a written notice at least twelve months prior to the date of expiry.
- 8.2 Any termination of this agreement under the above clause will not operate to prejudice the Visiting Professor engaged as at the date of termination in the program.
- 8.3 The responsibility of ensuring that the Visiting Professor is not prejudiced and of ensuring that necessary funding would be provided would be borne by the Party that requested the termination.
- 8.4 Any notice given pursuant to this agreement by one Party to the other shall be in writing (by registered mail (acknowledgement due) or facsimile and shall be sent to the following addresses of the Parties, or to such other addresses as may be notified from time to time by either Party to the other.

The address for notices to ICCR is: -

Director General, ICCR

Indian Council for Cultural Relations,

Azad Bhawan, I.P. Estate, New Delhi- 110 002.

Facsimile: + 91-11-2337 8647

The address for notices to the University is:
22 Borommarachachonnani Road
Taling Chan District, Bangkok 10170
Thailand
Facsimile: +66 2 849 7555

8.5 Any notice sent to a Party under Article 8.4 shall be deemed as having been given and received on receipt of due acknowledgement if sent by registered mail; or if sent by facsimile to a Party's address, when a correct and complete transmission report is received on the day of transmission if a business day, otherwise on the next following business day.

9. OTHER PROVISIONS:

9.1 The Parties agree to comply with all national, state or local laws, rules and regulations applicable to the respective Party in its own country in the implementation of this MOU.

9.2 Nothing in the MOU is intended to or should be construed to create a partnership, joint venture or employment relationship or to impose either party any right, obligation or duty that might arise out of a partnership, joint venture or employment relationship. Neither party shall have any right or authority to bind, speak for or contract on behalf of the other Party.

Agreeing to the terms and conditions as above, representatives of the ICCR and the University sign the MoU:

on behalf of Indian Council for
Cultural Relations

on behalf of Silpakorn University

.....
H.E. Anil Wadhwa
Ambassador Extraordinary & Plenipotentiary
& Permanent Representative to UNESCAP

.....
Asst. Prof. Chaicharn Thavaravej
President

Date:

Date: