MEMORANDUM OF AGREEMENT

**Name of Partners:** University of Nottingham, United Kingdom and Faculty of Medicine, Srinakharinwirot University, Bangkok, Thailand

**Qualification and title:** Bachelor of Medical Sciences (Hons) (Nottingham and Srinakharinwirot)

This **AGREEMENT** is made on the 28th March 2016.

**BETWEEN**

**THE UNIVERSITY OF NOTTINGHAM,** a University established and existing under the Laws of the United Kingdom, and having its principal office at Trent Building, University Park, Nottingham, NG7 2RD, United Kingdom;

hereinafter referred to as “Nottingham”.

And

Faculty of Medicine, **SRINAKHARINWIROT UNIVERSITY,** Sukhumvit 23, Wattana, Bangkok 10110 THAILAND, Tel. 00 66 2 649 5934, 00 66 2 260 2122-4 ext. 4919, 4409, Fax. 00 66 2 649 5934

hereinafter referred to as “SWU”.

The commencement of the course was in September 2003. This generation of the agreement covers intakes from 2016 to 2021.

1. **QUALIFICATION AND TITLE OF AWARD**

This is a written agreement between the Nottingham and the SWU between whom it is proposed that a partnership be established for the presentation of the degree agreement of **Bachelor of Medical Sciences (Hons) (Nottingham and Srinakharinwirot)** (hereafter known as “the Programme”). Nottingham and SWU come together and hold joint ownership of the Programme with the awards being in the name of the both Partners.

This agreement is specifically limited to the Programme. Any further programme will be subject to a further agreement. Nottingham will not support any serial arrangements (whereby the partner organisation offers the approved collaborative provision, or assigns delegated powers, elsewhere through an arrangement of its own). The agreement confirms the rights and obligations of both Nottingham and SWU covering both the relationship of Nottingham and SWU and aspects of the relationship relating to the Programme in the following areas.
2. PROGRAMME AND DURATION OF STUDY

Students will register and attend semesters 1 to 5 inclusive at Nottingham and leave early in semester 6 i.e. Full-time: 93% in Nottingham 7% in Thailand, and upon successful completion of the programme be eligible for the joint award of the University of Nottingham and Srinakharinwirot University Honours degree of BMedSci (Nottingham and Srinakharinwirot) in December. Semesters 1 to 5 are identical with the long-established Bachelor of Medical Sciences programme. The modules not undertaken in Nottingham during semester 6 are the clinical components of the BMedSci for which SWU equivalent and Thailand-specific clinical training is substituted.

The academic content of the Programme is detailed in a Programme Specification which will be subject to the approval of the relevant bodies at both Nottingham and SWU.

The language of study will be English (Nottingham) and Thai in SWU.

The programme components delivered in Thailand are direct equivalents of those received by Nottingham BMedSci students. Close collaboration in joint curriculum meetings between the two institutions (Nottingham and SWU) have verified that the objectives and outcomes are aligned. The delivery of clinical training at both institutions is almost identical, comprising partnerships with local hospitals and clinics.

3. MANAGEMENT OF PROGRAMME

The following people, or their successors, will be responsible for the management of the programme.

The main contact person in Nottingham is the lead for the programme:

Dr V G Wilson, School of Life Sciences

With overall responsibility for the BMedSci degrees being the

Dean, School of Medicine and Health Sciences - Professor John Atherton

The main contact person in Thailand is the lead for the programme:

Associate Professor Dr Ramida Watanapokasin

Faculty of Medicine
Srinakharinwirot University
Sukhumvit 23, Wattana
Bangkok 10110 THAILAND
Tel. 00 66 2 6495369
Fax. 00 66 2 6495934
Email. ramidawa@yahoo.com
http://jointmd.medicine.swu.ac.th

With overall responsibility for the programme being the

Dean of Medicine – Professor Chairat Neruntarat

As this programme is 93% of an established programme the quality assurance procedures are well established using University of Nottingham Quality Manual adherence.
The regular exchange visits with SWU and Nottingham staff are arranged to monitor the whole of the programme from selection, admission to examination board decisions. Before the first cohort enter third year there has been intensive dialogue with the partners and local clinical teachers to ensure the Thailand modules are genuinely suitable and equivalent to the Nottingham course modules. Copies in English of SWU assessments and curricular content have been compared with Nottingham subjects and a very good match of outcomes has been verified. The Thai students are studying longer modules than the equivalent modules they would have taken in Nottingham because of the structure of their home programme. The same marking criteria are used at both institutions. Marking schemes and results analysis will be available in English to the Nottingham Examination Board. SWU marks will be incorporated in the marksheet for the full BMedSci cohort for comparability. Moderation of marks, if required, will be agreed after scrutiny by both partners in the September BMedSci Examination Board with external examiner input.

This award, like the Nottingham BMedSci is not accredited.

4. RECRUITMENT AND ADMISSION

There shall have a minimum intake of 1 student and a maximum intake of 20 under this agreement. Any amendment to this will be subject to the agreement of both Nottingham and SWU.

Students are selected from high achievers attending international schools and colleges in Thailand. Candidates will range from taking A-levels or IB and some may already be graduates from English-taught biomedical science courses in Thailand. Students are applying to enroll on the SWU 'Joint Medical Programme' of which the BMedSci is an integral component. The applicants are from 3 groups, Thai high schools, the international schools in Thailand and from other countries. The application documents may vary between each group. The details will be announced at the time of application.

Admissions standards and eligibility shall be in accordance with the University of Nottingham and the Joint Medical Programme SWU Admissions Policy including the University's minimum English language requirements. Nottingham University and the Joint Medical Programme SWU reserve the right to make final decisions concerning admissions and recruitment.

The admission process follows the equivalent procedure employed for students applying through UCAS for the existing BMedSci programme. Both schemes are assessed by Admission Committees which comprise of experienced members of staff from both universities. Both academic review and non-academic personal qualities are being assessed.

Interviews will only be given to students who have already attained IELTS 7.0 prior to interview and all students are interviewed prior to offering a place. Predicted A-level (or equivalent qualifications) performance has to be comparable with the normal BMedSci intake.

The aim of the academic review is to look for and score academic attributes we consider to be necessary for a medical career:
- knowledge
- intellectual ability and style
- basic numeracy
- literacy, verbal skills and good knowledge of the English language
The aim of the non-academic personal qualities is to look for non-academic characteristics we consider to be important in a medical career:
- Communications and motor skills
- Personal attitudes and attributes
- Personality

The aim of the interview is to identify the applicants who are suitable for admission to the Joint Medical Programme. No student is admitted without interview. The aim of the final phase of selection process is to select candidates who are academically able enough to cope with the course, who are motivated towards a career in Medicine, who have insight into the implication of this career choice and who have or appear to have the potential to acquire the personal skills expected of medical practitioners.

The interview held in Thailand, is organised jointly between SWU and the Nottingham lead contact, will normally be conducted by the method of multiple mini interview (MMI) by at least three experienced members of staff from both universities. The interviewers will decide on the basis of information gathered during the interview to recommend that the candidate is worthy of offer or should be rejected. The final decision of the Admission Committee is deemed final.

IELTS 7.0 must be attained prior to the interview stage.

Each Institution retains the right to approve copy of any publicity and promotional Material produced by its Partner in relation to the Programme. Neither Institution will use the name or logo of the other in any form of publicity without the written permission of the other. The University of Nottingham name and logo remain the property of the University.

5. REGISTRATION OF STUDENTS AND MAINTENANCE OF STUDENT RECORDS

Students enrolled on this course will be students of both Nottingham and SWU. Because students are taking 93% of the programme in Nottingham as part of the BMedSci programme, the same procedures for these students will apply. The marks from the SWU delivered modules will be provided to the Examination Board of the BMedSci in Nottingham and integrated with the marks system. Students Records for the SWU component will be maintained and kept at SWU. Any extenuating circumstances records will be forwarded as appropriate to Nottingham.

6. RULES AND REGULATIONS

Students shall be subject to the rules and regulations of both Nottingham and SWU, and it is not expected that there will be any conflicts that cannot be resolved through negotiation. However, should such a conflict occur, students will be subject to the rules and regulations of the institution at which they are currently studying.

Each University will issue site-specific regulations covering such things as Health and Safety, to which the students must adhere. In Nottingham, students will receive a Course Handbook.

7. LEARNING ENVIRONMENT AND INFRASTRUCTURE
The University of Nottingham requires that the student is offered a comparable learning experience at SWU. The Faculty of Medicine at Srinakharinwirot University agrees to take responsibility to ensure that the Learning Environment and Infrastructure meets this criteria by providing resources as mutually agreed and stated below:

The Medical Faculty at SWU agree to support the students through access to mentors and welfare support at the institution. Each student shall have a named supervisor who can advise or refer to other agencies on matters of welfare and learning support.

Excellent teaching and other facilities are available at the new teaching hospital at SWU. Excellent IT facilities exist and all students have appropriate access at SWU. Excellent facilities are available at the teaching hospital at SWU.

The Faculty of Medicine at SWU will be responsible for informing the students of any extra costs associated with the programme of study delivered at SWU.

Dissertation supervision will be organised by Nottingham.

Both the University and the Partner confirm that all policies, procedures and activities, will ensure that disabled students are able to participate in all aspects of the academic and social life of the University and the Partner.

All staff engaged in the delivery or support of the Programme shall be properly qualified for their role. The University of Nottingham and the Partner shall ensure that adequate systems are in place for staff recruitment and staff development.

8. ASSESSMENT AND STUDENT PROGRESSION

Results are to be ratified by a joint examination board consisting of the Course Director, the lead BMedSci External Examiner(s), The Director of Medical Education, Chairman and eligible members of the BMedSci Part II Examination Board. Additionally, at least one representative from SWU (the Programme lead or nominee) will be available.

Assessment and progression
Taught modules will be assessed as detailed in the Catalogue of Modules in each Institution.

Assessment, reassessment, progression and awards shall be in accordance with the University of Nottingham policies and regulations and those outlined in the Programme Specification.

For the Nottingham based components full provision is made in course, module documents and year handbooks as well as via the Medicine VLE (Moodle). SWU has a similar policy and will provide objectives and course assessment details. These have been made available to the programme team.

For the Nottingham based components full provision is made via the personal tutor system and open-door policy access to teaching staff. Scheduled meetings discuss performance with students. Extensive use is made of the Medicine VLE (Moodle) on generic feedback on assessments and on student feedback on the course. SWU agrees to undertake to provide appropriate advice and feedback on student progress and achievement through supervisors and other mechanisms.

For the Nottingham based components full provision is made via the personal tutor system and open-door policy access to teaching staff. Scheduled meetings
discuss performance with students. SWU agrees to undertake to provide a similar
tutorial feedback system on assessment performance.

9. COMPLAINTS, APPEALS AND OFFENCES

Any complaint by the Student will be processed in accordance with the complaints
procedure of the Institution where the complaint arose or where this cannot be
clearly identified, in accordance with the procedures of Nottingham. The two
Institutions will co-operate with each other in investigating the complaint.
Nottingham and SWU shall ensure that all policies are available to students.

The two Institutions recognise that any academic appeal by the Student will be
considered by Nottingham, under its procedures and relevant law. SWU will
provide information requested by Nottingham relating to the appeal.

Students shall be subject to the University of Nottingham Academic Misconduct

Nottingham and SWU shall ensure that all members of staff involved in the
delivery of or support for the Programme are fully aware of the University of
Nottingham definitions of what constitutes an academic misconduct and the
Academic Misconduct Policy and Procedure.

The contact details for the key personnel at both institutions will liaise to ensure
that they are always fully informed of any incidents in a timely fashion so that the
situation may be monitored and advice from the partner provided when required.

10. GRADUATION AND CERTIFICATION

Nottingham shall have sole responsibility for awarding certificates and transcripts
relating to the Programme.

Successful candidates will graduate in Nottingham alongside the Nottingham
BMedSci students and Nottingham shall have sole responsibility for arranging
graduation ceremonies.

It is anticipated that successful students will graduate in the December of the
year they complete their studies.

Certificates shall include the names and logos of both Institutions. Diploma
Supplement will list all awarding Institutions, language of instruction and periods
of student’s mobility.

11. THE APPOINTMENT & ROLE OF EXTERNAL EXAMINERS

The appointment and role of the External Examiner(s) shall be in accordance with
the University of Nottingham policy for External Examiners. The Course
Director(s) shall be responsible for ensuring the School appoints the external
examiner.

Existing arrangements for the nomination and appointment of the Nottingham
BMedSci External Examiners will apply and these examiners will have oversight of
the SWU components. Responses to examiners’ reports will be prepared jointly
where relevant. Twice yearly exchange meetings will facilitate this.
12. QUALITY ASSURANCE

Nottingham takes responsibility for ensuring the quality of education provided leading to this jointly awarded degree. The Programme will be subject to the normal quality assurance policies and procedures as laid out in the Quality Manual.

This will include the requirement for the Course Director in Nottingham to conduct an annual review of the programme in association with the SWU. The Programme shall also be subject to the University of Nottingham Teaching and Learning Review Policy and will be included within the Schools' portfolio of awards during University Quality Audit.

To inform this process the University of Nottingham requires SWU to provide on request appropriate information about the conduct of the Programme including staff and student matters.

13. INTELLECTUAL PROPERTY RIGHTS

The establishment of IPR relating to lecture content would remain with the University responsible for delivery of that module. Where existing copyright material is used, this must be acknowledged. Delivering institutions shall be responsible for obtaining the necessary third party authorisation.

All agreements between companies and universities in matters relating to project work must take account of the (the universities) regulations concerning the availability of final thesis for examination purposes.

Agreements must be drawn up between companies and the Universities in respect of IPR arising from a project. Such agreements would take into account the student, the university and the company itself. Also within the agreement a statement must be made about opportunities for publication arising from the work in the project. Any secrecy clause must not conflict with the regulation of the supervising University.

14. FINANCIAL ARRANGEMENTS

The students will pay to the University of Nottingham the full BMedSci (pre-clinical) fee for Years 1 and 2, and half the pre-clinical fee during Year 3 as they will not be in Nottingham during semester 6 (the first clinical semester). Upon return to SWU, students are liable for SWU-based fees.

Students will pay to the University of Nottingham fees in the normal manner in GBP and at times laid down by the University as for other BMedSci students.

Students themselves are responsible for their fees in Nottingham and SWU.

All publicity necessary for student recruitment is produced by SWU under the scrutiny of the Joint Medical Programme Course Director and in consultation with the main contact person in Nottingham.

Each University will be responsible for collection of their own fees.

There shall be no scholarships.
There shall also be an annual exchange visit for the local programme leaders financed by the visiting institution.

There shall be no transfer of money between the institutions.

Students are self-funding.

15. SUSPENSION TO AND WITHDRAWAL FROM THE PROGRAMME

The University of Nottingham reserves the right to withdraw from the programme if the Faculty of Medicine, Srinakharinwirot University fails to fulfil the stated obligations.

A School may not close or suspend a taught course on its own authority, because of the contractual liabilities between students and applicants and the University. The University’s policy and procedure for Closing or Suspending a Taught Course must be followed and Approval must be obtained from the University’s Quality and Standards Committee before the Programme may be suspended or withdrawn.

Should either of the Partners wish to withdraw from the agreement, then they should provide a written notice of intent to withdraw from the agreement no later than 12 months prior to the desired date of withdrawal. Nevertheless both partners are committed to ensuring to students still registered on the programme such provision and support as specified in this agreement. The termination of the agreement must not compromise the possibility for students remaining on the programme to complete their studies in a manner comparable to that of the previous cohorts.

The University of Nottingham and Faculty of Medicine, Srinakharinwirot University have an obligation to fulfil their commitment to enrolled students.

16. COURSE TRANSFERS

Because of the integrated nature of the course, students are not able to transfer into the Normal Thai Medical Programme or other programmes at both universities. If the students fail to pass the Preparatory Courses at SWU, they will not be allowed to continue the courses at Nottingham. Upon completion of 5 semesters (2.5 years) at Nottingham, students must return to SWU to complete their studies in semester 6 in order to be awarded the B.Med.Sci. degree. Students will not be able to stay on at Nottingham for their clinical undergraduate training.

17. DISPUTE RESOLUTION

Each party shall make every effort to resolve amicably, by direct informal negotiation and consultation, any dispute arising between them in connection with this Agreement. In the first instance each of the parties shall arrange for a senior representative to meet solely in order to resolve the matter in dispute. If the matter in dispute is not resolved the parties shall arrange for the Vice-Chancellor of Nottingham and the President at SWU to meet in order to resolve the dispute. If these meetings fail to reach a resolution then the parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure or any other mediation procedure that the parties may agree.
18. LEGAL JURISDICTION

This agreement shall be subject to the laws of England. While both parties agree, where possible, to resolve any dispute without reference to the courts, where necessary any dispute shall be subject to the exclusive jurisdiction of the English courts. Both parties agree not to divulge the details of any dispute to a third party (other than legal representatives).

SWU acknowledges that Nottingham is subject to all applicable UK legislation including, but not exclusively, the Freedom of Information Act 2000, the Data Protection Act 1998, UK Bribery Act 2010, Equality Act 2010. In compliance with this legislation Nottingham may be required to release information related to this agreement and the programme related to this agreement to a third party.

SWU shall ensure that it complies with the laws applicable in Thailand and obtain all necessary permits, licences, permissions or approvals necessary for the delivery of its business under this MOA.

19. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other against any cost, claim or damage resulting from the negligence or wilful misconduct of the indemnifying party, except to the extent resulting from the negligence or wilful misconduct of the other party.

20. FORCE MAJEURE

No party shall be responsible to the other party for any delay in performance or non-performance due to Force Majeure, but the affected party shall promptly upon occurrence of any such causes inform the other party, stating that such cause has delayed or prevented its performance hereunder and thereafter such party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible. If the Force Majeure in question prevails for a continuous period in excess of one month, the parties shall enter into discussions with a view to alleviating its effects or to agree reasonable alternative arrangements.

21. NO AGENCY

Nothing in this agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

22. AMENDMENTS

No variation or amendment of this agreement will be effective unless it is made in writing and signed by each party's representative.

23. THIRD PARTIES
No one except a Party to this MOA has any right to prevent the amendment of this MOA or its termination, and no one except a Party to this MOA may enforce any benefit conferred by this MOA, unless this MOA expressly provides otherwise.

24. DURATION OF THE AGREEMENT AND REVIEW ARRANGEMENTS

The agreement is established for an initial period of 5 years from the date signed below and is subject to review in the 12 months prior to the potential date of renewal. First intake of students under this agreement will be in 2016 and last in 2021.

Agreed on behalf of the Srinakharinwirot University

[Signature]

Date 27/05/16

Professor Chairat Neruntarat
Dean, Faculty of Medicine

[Signature]

Date 23/06/16

Associate Professor Dr Somchai Santiwattanakul
President, Srinakharinwirot University

Agreed on behalf of the University of Nottingham

[Signature]

Date 21/09/16

Professor John Atherton
Dean, School of Medicine and Health Sciences

[Signature]

Date 02/04/16

Professor Dr David Greenaway
Vice Chancellor, The University of Nottingham