

MEMORANDUM OF UNDERSTANDING

Information Schedule

Parties

Swinburne	SWINBURNE UNIVERSITY OF TECHNOLOGY (ABN: 13 628 586 699) a body politic and corporate established under the <i>Swinburne University of Technology Act 2010 (Vic)</i> of John Street, Hawthorn in the State of Victoria, Australia.
Navamindradhiraj University (NMU)	Kuakarun Faculty of Nursing, Navamindradhiraj University, Bangkok, Thailand.

Background

- A. Swinburne and the Other Party wish to enquire about working together in accordance with the provisions of this Memorandum of Understanding (MOU).

Date

Date of MOU	
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Details

Item No	Identifier	Detail
1	Contact person at NMU	Name: Assistant Professor Dr. Wareerat Jittitaworn Deputy Dean for International Relations and Innovation, Kuakarun Faculty of Nursing, Navamindradhiraj University
		ABN: -
		Address: 3 Khao Road, Wachira Phayaban Sub-district, Dusit District, Bangkok 10300, Thailand
		email: wareerat@nmu.ac.th
		Attention: International Relations and Innovation office
2	Proposal	This MoU aims to provide a collaborative platform between the Kuakarun Faculty of Nursing, Navamindradhiraj University (NMU), and the School of Health Sciences, Department of Nursing, Swinburne University of Technology to promote institutional collaboration and exchange across research and research training, teaching and learning at undergraduate and postgraduate levels, innovation and engagement, and clinical and professional activities. The aim is to strengthen internationalisation, enhance academic capability, and foster mutually beneficial partnerships between the two universities. NMU's strong clinical networks, diverse patient populations, and expertise in high-volume urban health settings will support Swinburne's growth in global

		nursing education, international research training, and cross-cultural clinical collaboration. The lead academics will be Professor David Edvardsson, Chair of Nursing at Swinburne University of Technology, and Associate Professor Boontiva Soowit, Dean of the Kuakarun Faculty of Nursing, Navamindradhiraj University.
3	Tasks	There are three areas in which collaboration may begin, to further grow organically as the collaborations develop, namely the following: 1. Academic mentoring, capacity building, and global teaching exchange An academic mentoring and capability development program in which NMU academic staff will be paired with Swinburne academic staff at both group and individual levels over an initial 24-month period. The program will consist of quarterly online seminars led alternately by NMU and Swinburne senior academics, covering topics such as internationalised teaching and learning, clinical education innovation, cross-cultural nursing practice, academic career development, research skills, and leadership growth. The paired academics will, in the first 12 months, co-develop academic activities such as joint teaching modules, guest lectures, or short-course content, and in the second 12 months work toward the submission of a collaborative research paper, teaching scholarship output, or a joint mobility or capacity-building grant proposal. 2. Research collaboration using NMU's clinical access and population strengths. Establishing a focused research collaboration built around NMU's access to high-volume clinical settings and diverse patient populations. This collaboration may include joint research projects, co-authored publications, shared supervision of HDR students, and coordinated research management between the two institutions. Areas of research may include community and public health, maternal and child health, midwifery, chronic disease, ageing, nursing education, and CALD health. The intention is to create long-term, sustainable research partnerships supported by joint grant submissions and staff exchange opportunities. 3. Joint clinical and professional partnership activities Establishing joint clinical, educational, and professional collaborations between NMU's affiliated municipal hospitals and Swinburne's health and clinical networks. Activities may include clinical observation programs, short-term exchanges, professional development workshops, joint seminars, and collaborative community health initiatives. The parties may also explore adjunct or honorary academic appointments to support ongoing engagement, and work together on practice-focused innovations, engagement projects, and funding applications.

Execution

Swinburne

SIGNED for and on behalf of
**SWINBURNE UNIVERSITY OF
TECHNOLOGY** in the presence
of:

Date signed: 23/12/2025

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Signature of witness

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)
Distinguished Professor James Ogloff AM
Name of signatory
Executive Dean, School of Health Sciences
Title of signatory

Other Party

SIGNED for and on behalf of
**NAVAMINDRADHIRAJ
UNIVERSITY** in the presence
of:

Date signed: 04/02/2026

.....
Signature of witness

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)
Associate Professor Pongsak Noipayak
Name of signatory
Acting President of Navamindradhiraj University
Title of signatory

General Terms

This section of the MOU sets out the General Terms applicable in undertaking this MOU. The signed Information Schedule constitutes an acceptance by the Parties of these General Terms and all other parts of this MOU.

1. Proposal

The parties have been in discussions in relation to the Proposal described in Item 2 of the Information Schedule and enter into this MOU:

- 1.1 to record their current aims;
- 1.2 to express their intent to proceed on the basis outlined in this MOU; and
- 1.3 to pursue negotiations among themselves to endeavour to give effect to the current aims.

2. Tasks

- 2.1 For the purpose of promoting the Proposal the parties are prepared to take, free of charge and obligation, the respective tasks described in Item 3 of the Information Schedule.
- 2.2 The tasks described in Item 3 of the Information Schedule are indicative only and depend on assumptions that may change as the Proposal progresses. Future negotiations, steps and documentation will be affected by such changes.

3. Non-Binding

This MOU is not intended to be legally binding upon the parties other than the obligations in clauses 4 and 6. Binding obligations other than those set out in clauses 4 and 6 are only intended to arise upon the signing of a separate formal contract. Any action taken by a party in anticipation of a formal contract will be at the sole risk of that party.

4. Confidentiality

- 4.1 The terms of this MOU and any negotiations between the parties are confidential and must only be made known to those officers and employees of the parties who need to know.
- 4.2 A party must not make a public announcement relating to this MOU or any negotiations between the parties without the prior written consent of the other party, which consent may not be unreasonably withheld.
- 4.3 The confidentiality obligations in this clause 4 does not apply to disclosure which a party is required to make by law.

5. Good Faith

In all matters arising under this MOU the parties will at all times:

- 5.1 act in a way which is consistent with and conducive to achievement of the Proposal;
- 5.2 be just and faithful to one another;
- 5.3 co-operate with one another;
- 5.4 meet and conduct in good faith all discussions and negotiations which are necessary to resolve amicably any difference or dispute; and

- 5.5 give to each other a true and faithful account of all dealings and matters and furnish adequate and correct explanations.

6. Publicity

- 6.1 Neither party may use the other party's name, trade marks or service marks or refer to the other party (inclusive of its employees or officers) directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or its subject matter, including in any promotional or marketing materials, customer lists or business presentations, without obtaining the prior written consent from the other party.
- 6.2 The obligation in this clause 6 does not apply to any disclosure which a Party is required to make by law, provided that the Party so required consults with the other party as to the information to be disclosed prior to disclosure, if possible in accordance with law.

7. General

- 7.1 **Costs:** Each Party remains responsible for its own costs and expenses for entering into this MOU.
- 7.2 **Signatories:** The signatories to this MOU warrant that they have the authority to enter into this MOU on behalf of the Party they are stated to represent.
- 7.3 **Counterparts:** This MOU may be executed in any number of counterparts, each counterpart is an original but the counterparts together are one and the same agreement. This MOU is binding on the Parties (to the extent detailed in this MOU) on the exchange of counterparts. A copy of a counterpart sent by electronic transmission:
 - 7.3.1 must be treated as an original counterpart;
 - 7.3.2 is sufficient evidence of the execution of the original; and
 - 7.3.3 may be produced in evidence for all purposes in place of the original.
- 7.4 **Variation:** This MOU may only be varied by a document duly executed by the Parties.
- 7.5 **Severability:** If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this MOU, but the rest of this MOU is not affected and all other provisions will remain in full force and effect.
- 7.6 **Governing Law:** This MOU shall be governed by the laws of the defending party.

7.7 Execution: This MOU is null and void unless it is executed by all parties.