

MEMORANDUM OF UNDERSTANDING
ON
THE ASEAN CYBER UNIVERSITY PROJECT

ASEAN University Network Secretariat (hereinafter referred to as AUN Secretariat), Institute of Technology of Cambodia (hereinafter referred to as ITC), National University of Laos of the Lao People's Democratic Republic (hereinafter referred to as NUOL), University of Technology of the Republic of the Union of Myanmar (hereinafter referred to as UT), Hanoi University of Science and Technology of the Socialist Republic of Vietnam (hereinafter referred to as HUST), and Seoul Cyber University of Korea (hereinafter referred to as SCU), (hereinafter referred to singularly as “**the Participant** ” and collectively as “**the Participants**”);

Recalling that the Secretary-General of the Association of Southeast Asian Nations (ASEAN) at the ASEAN-Republic of Korea (ROK) Commemorative Summit held in June 2009 in Jeju, ROK, on the occasion of the 20th Anniversary of the ASEAN-ROK Dialogue Partnership, suggested the establishment of an ASEAN cyber university to promote cooperation in education and people-to-people exchanges in the Asian region;

Acknowledging that the leaders of ASEAN Member States mutually decided to continue to explore the possibility of establishing an ASEAN cyber university and tasked their education officials to explore this proposal at the 12th ASEAN-ROK Summit in October 2009 in Thailand;

Noting that the Master Plan for the Establishment of an ASEAN Cyber University was introduced and discussed by the ASEAN Secretariat, high-ranking officials and university presidents from ASEAN Member States and ROK at the ASEAN-ROK higher-ranking official workshop in January 2011; and

Welcoming the ASEAN Cyber University (ACU) Establishment Project (hereinafter referred to as the “ACU Project”), which aims to promote the development of higher education in the ASEAN region through information and communications technology (ICT), carried out in collaboration with the Ministry of Education, Science and Technology of ROK, the Korea International Cooperation Agency (KOICA) and Korea Telecom since September 2011;

HAVE AGREED as follows:

Paragraph I. OBJECTIVE

The Participants agree to strengthen and broaden educational exchange for the purpose of the development of higher education and to collaborate on the whole range of issues for the ACU Project among the Participants, in accordance with the terms of this Memorandum of Understanding (MOU) as well as the laws, rules, regulations and national policies in force of the Participants.

Paragraph II. DEFINITION OF ASEAN CYBER UNIVERSITY PROJECT

The ACU Project is a multi-year integrated project for the establishment and the operation of a higher education institution which facilitates to offer and share comprehensive online education services and knowhow in education between the ASEAN Member States and ROK.

Paragraph III. AREAS OF COOPERATION

Cooperation under this MOU may include:

1. Efficient implementation of the ACU Project;
2. Arrangement of institutions for the ACU Project;
3. Institutionalization to enhance credit transfer between the Participants;
4. Administrative and budgetary support to facilitate e-learning in higher education;
5. Cooperation for the establishment and the operation of the ACU;
6. Discussion and decision making in the ACU Project Steering Committee;
7. Design, development and operation of the ACU Course;
8. ICT training for instructors, tutors and staff;
9. Other support to promote e-learning in the ASEAN ; and
10. Encouragement of collaborative research;

Areas of cooperation that are not enlisted in this MOU shall be discussed and determined in the ACU Project Steering Committee.

Paragraph IV. DETAILS OF COOPERATION

1. SCU shall conduct e-learning content development, providing consultation and technical support for online education, upon requests of the Participants.
2. The Participants shall appoint professionals who shall be in charge of content development, web design and studio engineering and, if necessary appropriate budget to be disbursed for successful implementation of the ACU Project.
3. AUN Secretariat shall consult and coordinate the Participants to strengthen coherence and effectiveness in conjunction with the ACU Project.

Paragraph V. STEERING COMMITTEE

1. An ACU Project Steering Committee (hereinafter referred to as the "Committee") will be established to facilitate the effective operation and management of the ACU Project.
2. The Committee is composed of one (1) representing the Participant, one (1) representing

the university from ASEAN Member States and ROK and one (1) from ASEAN University Network (AUN).

3. The Committee reviews and determines main issues related to the ACU Project. The decision shall be made on a consensus basis.
4. The extensive details shall be determined as the Terms of Reference of the Committee.
5. The Working Group Meeting will be held one-day before the Committee Meeting.
The Working Group is composed of representatives from the ACU Member Institutions.

Paragraph VI. MEMBERSHIP

The Institutions in charge of higher education or ICT of the ASEAN Member States that would like to agree to the objective of the ACU Project and have a willingness to comply with this MOU shall join the ACU Project. The new Participant has the same right and duties as the Participants' by signing this MOU after its entry into effect.

Paragraph VII. GENERAL PROVISIONS

1. This MOU is not intended to create legally binding obligations under international law.
2. This MOU will be carried out in accordance with the domestic laws and regulations of the Participants and subject to the availability of their financial and human resources.

Paragraph VIII. AMENDMENT

This MOU may be amended with the mutual written consent of the Participants.

Paragraph IX. CREDIT EXCHANGE PROGRAM

The credit acquired from the ACU Project is in principle accredited to the Participants. Detailed rules and regulations regarding credit exchange program and credit accreditation shall be subject to the agreement of the Committee.

Paragraph XI. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Participants and with other international agreements signed by the Participants.
2. The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval of the other Participant
3. Notwithstanding paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:
 - (i) jointly by the Participants or research results obtained through the joint activity efforts of the Participants, shall be jointly owned by the Participants in accordance with the terms to be mutually agreed upon; and

- of the Participants, shall be jointly owned by the Participants in accordance with the terms to be mutually agreed upon; and
- (ii) solely and separately by either Participant or the research results obtained through the sole and separate effort of either Participant, shall be solely owned by the Participant concerned.

Paragraph XII. SETTLEMENT OF DISPUTES

Any difference or dispute between the Participants concerning the interpretation, implementation and/or application of any article of this MOU will be settled amicably through mutual consultations and/or negotiations between the Participants.

Paragraph XIII. ENTRY INTO EFFECT, DURATION AND TERMINATION

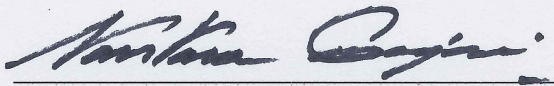
This MOU will come into effect on the date when all five (5) Participants have signed the MOU and will remain in effect for a period of four (4) years. It may be extended with the mutual written consent of the Participants.

1. This MOU will come into effect on the date when all the five (5) Participants have signed the MOU and will remain in effect for a period of four (4) years. It may be extended with the mutual written consent of the Participants.
2. Any Participant may withdraw from this MOU by notifying the other Participants in writing of its intention to withdraw at least six (6) months in advance.
3. This MOU will terminate if more than half of the Participants withdraw from the MOU. Such termination will take effect six (6) months following the date of the withdrawal.
4. The expiration or termination of this MOU will not affect the validity or duration of on-going activities and/or programs under the MOU, unless otherwise decided by all the Participants.

SIGNED at Crowne Plaza Hotel West Hanoi, on 15 August 2012, in English

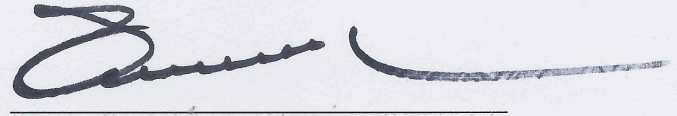
For ASEAN University Network

Associate Professor
Executive Director
Dr. Nantana Gajasen



For Institute of Technology
Kingdom of Cambodia

Director
Dr. OM Romny



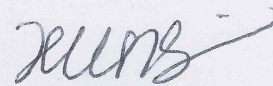
For National University of Laos
Lao People's Democratic Republic

Vice President
Dr. Phetsamone Khounsavath



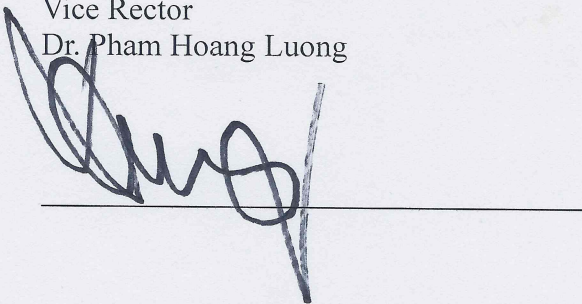
For University of Technology
Republic of the Union of Myanmar

Principal
Dr. Aung Win



For Hanoi University of Science and Technology
Socialist Republic of Vietnam

Vice Rector
Dr. Pham Hoang Luong



For Seoul Cyber University
Republic of Korea

Vice President
Dr. Eun-Joo Lee

