

IOM office-specific Ref. No.:	2016-Q0034
IOM Project Code:	
LEG Approval Code / Checklist Code	THA/LCOO/ME0144/2016

COOPERATION AGREEMENT
BETWEEN
THE THAMMASAT UNIVERSITY
AND
THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM)

12th July 2016

The Thammasat University ("TU") with the focal point of the Social Policy and Development (SPD) Programme of the Faculty of Social Administration and the International Organization for Migration ("IOM") (also hereinafter referred to individually as a "Party" and collectively as the "Parties"),

TAKING NOTE that the purposes of TU are to explore potential areas of collaboration and assess the possibility of creating mutually beneficial partnerships. These partnerships would include, but not limited to, the opportunity for the IOM to engage in academic and professional events at TU, the involvement of TU in research partnerships, and the possibility of hosting a few students for internships.

TAKING NOTE that IOM, committed to the principle that humane and orderly migration benefits migrants and society, acts to: assist in meeting the operational challenges of migration, advance understanding of migration issues, encourage social and economic development through migration, and work towards effective respect of the human rights and well-being of migrants.

CONSCIOUS of the need for closer cooperation between TU and IOM in matters of common interest, and desirous of further enhancing and strengthening such cooperation,

HAVE AGREED AS FOLLOWS:

ARTICLE I

GENERAL PRINCIPLES OF COOPERATION

1. Within their respective mandates and subject to available resources, TU and IOM shall act in close collaboration and hold consultations on all matters of common interest. To this end, the Parties shall consider the appropriate framework for such consultations as and when necessary.
2. TU and IOM agree that the activities related, but not limited to, research work for publication, policy brief, conference and internships shall be coordinated, to the extent possible, in an effort to achieve the maximum cooperation and the elimination of unnecessary duplication between them, and that when common interests so dictate, either Party may request the cooperation of the other.

3. Each Party shall endeavour, in so far as possible and in compliance with its constituent instruments and decisions of its competent bodies, to respond favourably to such requests for cooperation in accordance with procedures to be mutually agreed upon.

ARTICLE II

EXCHANGE OF INFORMATION AND DOCUMENTATION

1. TU and IOM agree to exchange information and documentation in the public domain to the fullest extent possible on matters of common interest.
2. Where appropriate and subject to the necessary requirements, information and documentation relating to specific projects or programmes may also be exchanged between the Parties with a view to attaining better complementary action and effective coordination between the two Parties.

ARTICLE III

JOINT ACTION

1. TU and IOM may, through special arrangements, decide to act jointly in the implementation of projects, internships, researches, or events that are of common interest. The selection of the interns will be done according to the IOM rules and regulation and IOM is not obligated to take all interns referred by TU. Special arrangements shall define the modalities for the participation of each Party in such projects and shall determine the expenses payable by each of them.
2. TU and IOM may, whenever they consider it desirable, set up commissions, committees or other technical or advisory bodies, on terms and conditions to be mutually agreed upon in each case, to advise them on matters of common interest.

ARTICLE IV

AREAS OF COOPERATION

Without prejudice to cooperation in additional fields, within their respective mandates and subject to the availability of resources, the Parties agree to consider the following areas for mutual cooperation:

- Hosting of interns from TU for internship starting in the summer of 2017 and renewable yearly;
- Consultation between TU and IOM on engagement in academic and professional events at TU where relevant to areas of IOM's competence; and
- Research studies on matters of mutual interest.

ARTICLE V

COOPERATION BETWEEN THE SECRETARIATS

The Rector of TU and the Regional Director of IOM Regional Office for Asia and the Pacific shall take appropriate measures to ensure effective cooperation and liaison between the Secretariats of the Parties. This includes close cooperation in the field, in particular in locations where both Parties are represented.

ARTICLE VI

IMPLEMENTATION OF THE AGREEMENT

The Rector of TU and the Regional Director of IOM Regional Office for Asia and the Pacific shall consult each other regularly on matters relating to this Agreement.

ARTICLE VII

SUPPLEMENTARY ARRANGEMENTS

TU and IOM may enter into such supplementary arrangements for the purpose of cooperation and coordination as may be found desirable.

ARTICLE VIII

CONFIDENTIALITY

All information including personal information which comes into the Parties' possession or knowledge in connection with this Agreement is to be treated as strictly confidential. No personal information shall be communicated to any third party without the prior written approval of the person concerned. The Parties shall comply with the IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. The obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE IX

INTELLECTUAL PROPERTY

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from activities or projects under this Agreement shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

ARTICLE X

STATUS OF IOM

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

ARTICLE XI

DISPUTE RESOLUTION

1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

ARTICLE XII

ENTRY INTO FORCE, AMENDMENTS AND DURATION

1. This Agreement shall enter into force on the date of its signature by the duly authorized representatives of the Parties. Upon its entry into force, the Parties will publicize it among their field and headquarters personnel.
2. This Agreement may be amended by mutual consent of the Parties. The proposed amendment should be made in writing to the other Party and shall enter into force upon its acceptance in writing by the Parties.
3. Either of the Parties may terminate this Agreement by giving 6 (six) months' written notice to the other Party.

IN WITNESS WHEREOF, the undersigned representatives of the Thammasat University and of the International Organization for Migration have signed the present Agreement.

Signed in duplicate in English on the dates and at the places indicated below.

For and on behalf of
The Thammasat University

Signature

K Puang-ngam

Assoc. Prof. Dr. Kovit Phong-Ngam
Dean of the Faculty of Social Administration
of Thammasat University
July 12th, 2016
Thammasat University, Bangkok

For and on behalf of
The International Organization
for Migration

Signature

Dr. Nenette Maria Motus

Dr. Nenette Maria Motus
Regional Director,
Regional Office for Asia and the Pacific
July 12th, 2016
Thammasat University, Bangkok

