

MEMORANDUM OF UNDERSTANDING

BETWEEN

UBON RATCHATHANI UNIVERSITY

AND

UNIVERSITY OF KOCHI

This Memorandum of Understanding (MOU) is made between Ubon Ratchathani University (UBU), having its principal office at 85, Sathonlamark Road, Warinchamrap, Ubon Ratchathani 34190 Thailand, and University of Kochi (UOK), having its principal office at 2751-1, Ike, Kochi-shi, Kochi, 781-8515, Japan, (collectively referred to from now as the “parties”).

Whereas:

1. the parties recognize the value of international co-operation and have agreed to further their common interest in promoting mutual co-operation in the area of Education and research;
2. the parties agree to enter into an MOU for academic exchange;
3. the parties agree to implement this MOU under the terms and conditions set forth.

The parties agree as follows:

ARTICLE I PURPOSE AND OBJECTIVE

1. The purpose of this non-binding MOU is to establish academic exchange between UBU and UOK based upon principles of mutual equality and the reciprocity of benefits.
2. The objective of this MOU is to strengthen ties between both Parties and to promote academic and cultural exchanges between the two Parties.

ARTICLE II SCOPE OF COOPERATION

1. Subject to availability of funds and resources, the scope of co-operative activities of the MOU will include, but are not limited to:
 - a. exchange of students, academic staff, and research scholars;
 - b. conducting collaborative research;
 - c. holding joint lectures, conferences, seminars, and symposia;
 - d. interchange of guest faculties; and
 - e. exchange of academic information and materials.
2. The implementation of this MOU will concentrate in the area on the mutual benefits for both Parties, covering the study programs and research centers offered at either Party.
3. To initiate the above activities, detailed plans, which will be undertaken within the overall framework of this MOU and defined in separate agreements of implementation, are to be drawn up with the mutual consent of both Parties.

**ARTICLE III
CONTRIBUTIONS**

1. In accordance with the prevailing laws and regulations, and subject to funds and resources limitations, UBU and UOK will:
 - a. seek finance of joint activities from sources available to them;
 - b. provide necessary funding to assist in the implementation of activities as specified in the agreements of implementation;
 - c. assign qualified experts and lecturers to assist in the implementation of activities under this MOU;
 - d. provide normal services for visitors including library and laboratory facilities;
 - e. assist, as far as possible, in arranging accommodation for visitors, and assist them in matters of visa requirements, health, and local customs.
2. This MOU will impose no financial obligation on either Party, except if such financial obligation is expressly stated in the agreements of implementation.

**ARTICLE IV
INTERLECTUAL PROPERTY RIGHT**

If proven necessary, a separate intellectual property agreement will be drawn up in good faith between the Parties in accordance with the laws of Thailand and Japan.

**ARTICLE V
DISCLOSURE OF CONFIDENTIAL DATA**

If either Party wishes to disclose confidential data and/or information resulting from the cooperative activities under this MOU to any third party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made. Consent is not to be unreasonably withheld.

**ARTICLE VI
SETTLEMENTS OF DIFFERENCES**

1. Any differing viewpoints and interpretations of this MOU will be settle amicably by mutual consultation or negotiation. Both Parties agree to refrain from unilateral action and to consult and negotiate mutually agreeable decision.
2. In the event that the process of discussion and mutual consultation fails to achieve a resolution of the disagreement which is acceptable to both Parties, the disagreement will be submitted to arbitration.
3. Any such arbitration will be governed by a separate agreement

**ARTICLE VII
SEVERANCE**

If any part of this MOU is or becomes void, voidable or otherwise invalid or unenforceable, whether due to the provisions of any statute or otherwise, that part:

- a. will be revised or reworded so that it becomes valid and enforceable; or
- b. will be removed from this MOU to the extent that the remaining parts of this MOU will remain in full force and effect.

**ARTICLE VIII
NO AGENCY AND NO ASSIGNMENT**

1. Nothing in this MOU will constitute any Party an agent, partner, or representative of any other Party. No Party has the authority to assume, create, or incur any liability of any kind against, in the name of, or on behalf of the other Party, except as may be otherwise expressly stated herein.
2. This MOU will not be assigned or transferred by either Party without the prior written consent of the other Party.

**ARTICLE IX
AMENDMENTS, DURATION AND TERMINATION**

1. Any amendments to this MOU will be made in writing after negotiation and upon mutual consent of the two Parties. Such amendments, once approved by both Parties, will become part of this MOU.
2. This MOU will take effect upon the date of signature by the last party. It will remain in force for five years and may be extended by mutual agreement.
3. The MOU may be terminated by either Party by sending a written notice to the other Party at least six months in advance.
4. In case this MOU ceases to be effective on account of termination or expiration, the provisions of all valid agreement of implementation documents will continue to apply to the extent necessary to secure the implementation of existing activities as agreed upon in the agreement of implementation documents.

**ARTICLE X
COMMUNICATION**

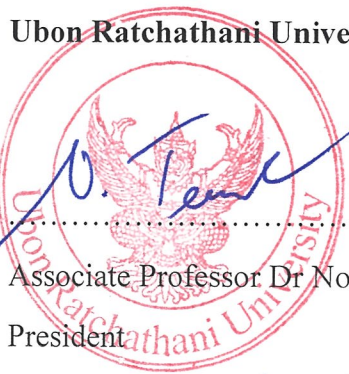
Any notice or request given or made by one Party to the other will be submitted in English to the Party's designated liaison officers.

Authorized representatives of Ubon Ratchathani University and University of Kochi will sign two original Memorandum of Understanding documents, each university will hold one original signed MOU, with both documents being equally authentic.

IN WITNESS WHEREOF, the institutions hereto have caused this MOU to be executed in English in two copies, both documents being equally authentic by their duly authorized representative.

For and on behalf of

Ubon Ratchathani University



Associate Professor Dr Nongnit Teerawatanasuk
President

Dated: 18/11/2016

For and on behalf of

University of Kochi



Professor Hiroko Minami, R.N, DNSc.
President

Dated: 26/12/2016