

**Partner’s Logo**

memorandum of understanding

between

**the faculty of engineering**

**king mongkut’s university of technology north bangkok, thailand**

and

**…………………………………….**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This memorandum of understanding (hereinafter called “MOU”) is hereby made and entered into by,

**Faculty of Engineering, King Mongkut’s University of Technology North Bangkok,** a leading technology university in Thailand having its address at 1518 Pracharat 1 Road, Bangsue, Bangkok 10800 Thailand (hereinafter called “EGR-KMUTNB”)

and

**……university name………,** ………detail & address……. (hereinafter called “\_\_\_\_\_\_\_”)

whereas

a) ……University Information…………………………………………….

b) KMUTNB is a university offering courses in undergraduate and postgraduate programmes in the areas including Engineering, Industrial Technology, Technical Education, Information Technology, Applied Science, Applied Arts, Industrial Management and Technology, Agro-Industry, Architecture and Design and engages in the provision and conduct of research, consultation, and other related educational services at its campuses at Bangkok and Prachinburi in Thailand.

c) Both parties now wish to enter into a series of discussions for meaningful collaboration for purposes more particularly set forth herein.

Following the discussions between EGR-KMUTNB and ….. (hereinafter called “the Parties”), the Parties hereby agree to the following.

**1. Areas of Understanding**

1.1 The relationship created by this MOU is not intended to be binding in any court of law. Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements which include terms relating to ownership, intellectual property, financial arrangements, use of resources, etc.

1.2 This MOU is intended to establish a basis upon which ...... and KMUTNB may explore areas for cooperation. In this regard, the Parties agreed to the following goals and objectives as part of their international collaboration programmes:

a. To initiate joint projects involving international collaborative research and to share expertise and joint development of research.

b. To facilitate academic development exchanges between the Parties, including mutual visits by faculty members to pursue research, teaching, and to participate in seminars, conferences, workshops, etc.

c. To facilitate postgraduate students and undergraduate students with student exchange programme, such as internship, research, language courses, cultural visit and study tour.

d. To facilitate student exchange programme in any areas offered by host institution for 1-2 semester so that credits can be transferred back to home institution.

**2. Duration**

This MOU shall come into effect upon execution hereof by the Parties hereto and shall continue for a period of three (3) years and may be extended upon mutual agreement thereafter.

**3. Implementation & Coordination**

3.1 The implementation of the cooperation under this MOU shall be dealt with by the relevant departments or faculties of both Parties. A separate written agreement shall be entered into by the Parties setting out the detailed arrangements for collaboration which will stipulate the following:

a. The scope, timeframe, and objectives of the activity in detail.

b.The responsible persons within the particular departments or units that are concluding the agreement. The persons named will be directly responsible for the implementation and oversight of the proposed activity. Changes to the personnel involved may be made at the discretion of the department or unit head, in coordination with the institutional points of contact at ….. and KMUTNB named in Clause 3.2 of this MOU and

c.The commitment of resources, if applicable, and the attendant financial obligations of the respective partnering departments. This MOU does not require either Party to support any new financial commitment unless expressly agreed otherwise by the partnering departments or units.

3.2 In order to oversee this MOU and coordinate with the associated departments and separate supplementary agreements, both the Parties agree that the institutional points of contact shall be the following:

For KMUTNB : Asst. Prof.

Dean’s Representative

Faculty of Engineering

E-mail:

For ......: Prof. Dr. ……………

Dean

Faculty of Engineering and Science

Email: [……………..](mailto:goibm@utar.edu.my)

**4. Amendment**

The Parties may revise, amend or modify all or any part of this MOU by way of mutual consent in writing which shall come into force on such date to be determined by the Parties.

**5. Confidentiality**

All information and/or data that may be exchanged, acquired and shared in connection with the areas of cooperation between the Parties pursuant to this MOU shall be treated as strictly confidential and shall not under any circumstances be divulged by the receiving Party to any third party without the prior written consent of the disclosing Party unless otherwise the same has already been in the public domain. This obligation shall continue to bind the Parties hereto notwithstanding the termination of this MOU.

**6. Results of Collaboration**

Ownership of any research findings, curriculum, content and intellectual property arising from collaborative studies or researches shall be decided upon throughmutual agreement of the Parties. Any publication, application, use and others regarding the same shall only be allowed after obtaining the prior written consent of both the Parties.

**7. Limitation of Liability**

In no event shall either Party be liable to the other for any damages whatever including without limitation, direct, indirect, speculative, incidental, special, or consequential damages in connection with the performance under this MOU.

**8. Good Faith**

In entering into this MOU, the Parties recognise that it is impractical to make provisions for every contingency that may arise in the course of the performances thereof. Accordingly, the Parties hereby declare it to be their intention that this MOU shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of any of the Parties. If in the course of this MOU, unfairness to any Party is disclosed or anticipated or any dispute arises, the Parties shall use their best endeavours to agree upon such action as may be necessary and equitable to remove or resolve the cause(s) of the same. If the Parties hereto fail to resolve the disputes or disagreements amicably then the MOU shall be deemed to be terminated forthwith.

**9. Costs**

No Party shall incur any expenditure on behalf of the other Party. Each Party shall be responsible for its own expenses incurred unless otherwise agreed upon prior to carrying out the activities under this MOU.

**10. Termination**

Either Party may terminate this MOU for any reason whatsoever by giving to the other Party a written notice of three (3) months. Where such termination occurs, the provisions of this MOU shall continue to apply to on-going programmes or activities until their completion.

**In witness where of** the Parties hereto have their authorised representatives hereto set their hands the date and year first above mentioned.

**On behalf of**

**………………….**

**Dr. …………………**

**Position…………………….**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**On behalf of**

**Faculty of Engineering,**

**King Mongkut’s University**

**of Technology North Bangkok**

**Assoc. Prof. Dr. Udomkiat Nontakeaw**

**Dean of the Faculty of Engineering**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Dr. ……………**

**Position…………………….**

**Witness**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Asst. Prof. Dr. …………….**

**Head of Department of …………**

**Witness**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**