



MEMORANDUM OF UNDERSTANDING

Between

UNIVERSIDAD ARTURO PRAT

AND

KHON KAEN UNIVERSITY

In Iquique on ___ of June, 2017, appeared, on the one hand, Universidad Arturo Prat, Public Law Corporation, tax number N° 70.777.500-9, represented by its Rector Mr. Gustavo Soto Bringas, Chilean, married, Bachelor of Biology, Identity Number: 6.829.992-6, both based in Iquique, Arturo Prat N° 2120, hereinafter, "Universidad Arturo Prat", and on the other, Khon Kaen University, represented by President Assoc. Prof. Dr. Kittichai Triratanasirichai, both based in Khon Kaen, hereinafter "Khon Kaen University" who agree to subscribe the following Memorandum of Understanding.

FIRST: The purpose of this Memorandum of Understanding is to establish and define a general framework in which both Parties may cooperate, in particular, in matters of common interest within their fields of competence and their respective programs of activities.

SECOND: The present Memorandum of Understanding shall be developed subsequently, in its concrete aspects by Specific Agreements, subscribed between the signatory Parties, which will gather in detail the dimensions and scope of the cooperation, as well as financial or any other sort of commitments, accepted by each Party.

THIRD: The Specific Agreements shall declare precisely the responsibilities of each Party, and in some cases the activities that are going to be engaged, the responsibilities of each of the Parties, the budget for each activity, personnel involved, as well as everything necessary to accurately determine the purposes and scope of each mentioned Agreements which shall be the operational instruments of the present Memorandum.

FOURTH: When both Parties consider it appropriate, Specific Agreements may include the participation of others public or private bodies, or natural persons in the terms and conditions to be established.

FIFTH: A joint Committee shall be constituted, composed of representatives of both Institutions, which shall oversee the study and proposal of projects and activities to be developed, for approval by the corresponding decision-making bodies.

The commission may at any time propose to both Parties the modification of the stipulations of this Memorandum as well as the deletion or addition of any other that it deems appropriate.

SIXTH: The intellectual property rights and the copyrights of the materials provided by each of the Parties to carry out cooperation activities defined in this Agreement shall belong to the party that provides them. In the case of joint activities, intellectual property rights will be defined on a case-by-case basis through the Specific Agreements.

SEVENTH: Each Party shall appoint its own permanent representative to take on the role of representing their respective institution in relevant meetings, to participate in the coordination bodies that are established and to actively collaborate in all the initiatives that are originated within the framework of this Memorandum.

EIGHTH: The Parties declare that there is no employment relationship between them. The Parties assume individually, the labor responsibility respect to the human resources that each of the Parties contribute for the accomplishment of the actions agreed upon by the present Memorandum, likewise they assume their legal responsibility in relation to the third parties hired, and the Party that hired the employee in question, release the other Party from all responsibility in case of labor disputes by the staff of the first.

NINTH: The Parties accept and acknowledge that the information to which the personnel of each of them will have access, as well as any information that is provided, regardless of the means by which it is done, is the exclusive property of the Party that provides it, or of the persons or entities they designate, and that such information is confidential, so that the Parties agree not to disclose or dispose it, partially or totally, to any third party, or to use it for purposes other than those stipulated in the present Memorandum.

TENTH: The Parties undertake to inform all persons involved in criminal responsibility and sanctions incurred by those who disclose information, and the Parties are obliged to perform all that is within their power to preserve the confidentiality of the information that will be handled under this Memorandum or its annexes.

ELEVENTH: This Memorandum shall become effective from the date of its signature and shall continue for a term of three (3) years. Each Party has the power to terminate this agreement, with a prior formal notice extended three months (3) prior to the expiration date.

The term of this Memorandum shall be renewed for equal periods to the original if the Parties do not express their intention to terminate it in advance by means of a formal communication, given at least three (3) months before the expiration period.

TWELFTH: Amends to the present instrument can only be made by mutual approval of both Parties expressed in writing. The documents in which the amends are recorded will be added as annexes to this Memorandum and will become part of it.

THIRTEENTH: Either Party reserves the right to give an early termination to this Memorandum, not having to argue a reasonable cause, such resolution shall not give any kind of benefit in form of compensation, this only becomes effective if the circumstances are formerly communicated, three (3) months beforehand, to the other Party. In that case, all the ongoing activities in coordination with third parties must continue until their compliance.

FOURTEENTH: Any dispute arising out of the interpretation or fulfillment of this Memorandum shall be resolved by direct negotiation between the Parties.

FIFTEENTH: For all legal purposes derived from this Memorandum, the Parties establish their address in their respective domiciles, and submit to their jurisdiction and competence of its Ordinary Courts of Law.

SIXTEENTH: This agreement will be signed in 4 copies, to serve as evidence for this Memorandum.

The legal personality of Mr. Gustavo Soto Bringas, to represent the Universidad Arturo Prat, emanates from the Supreme Decree N° XXXXXXXXX of the Ministry of Education, not mentioned here since it is known by the Parties involved.

The legal personality of Assoc. Prof. Kittichai Triratanasirichai, to represent Khon Kaen University.



RECTOR
Gustavo Soto Bringas
Universidad Arturo Prat



Assoc. Prof. Kittichai Triratanasirichai
Khon Kaen University