

MEMORANDUM OF UNDERSTANDING

Between



FACULTY OF NURISNG, KHON KAEN UNIVERSITY (FON-KKU)

THAILAND

And

COLLEGE OF NURSING, CHANG GUNG UNIVERSITY OF SCIENCE AND TECHNOLOGY (CON-CGUST) TAIWAN, R.O.C.

(Hereinafter to be referred to singularly as "Party" and jointly as "Parties)

In order to develop mutually beneficial cooperation between Faculty of Nursing, Khon Kaen University (hereinafter referred to as FON-KKU) and Chang Gung University of Science and Technology (hereinafter referred to as CON-CGUST) to strengthen academic programs and exchanges between our two institutions, FON-KKU and CON-CGUST agree to the following provisions:

- 1. The two institutions will establish academic programs, exchanges and cooperative relationships during a period of five years, beginning on the date on which the responsible administrative officers of both institutions have signed this agreement. Within the framework of this agreement, the two institutions will endeavor:
 - A. To establish an exchange program for students
 - B. To establish an exchange program for faculty
 - C. To promote the opportunities in research and teaching
 - D. To become partners in the promotion of their respective programs
 - E. To collaborate in any other way that is considered mutually beneficial.

Upon mutual agreement to move forward in any area of cooperation a Memorandum of Agreement will be prepared. It will include the extent and limits of cooperation between the two parties and specify how the agreement is to be structured and implemented. Such a memoranda will be prepared in written form and signed by both parties. Separate memoranda will govern each program of cooperation.

2. Restrictions and Limitations

Nature of the Agreement: This MOU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or

international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, expressed or implied.

Financial Agreements: This MOU will not give rise to any financial obligations by one Party to the other. The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of the MOU shall be mutually agreed to by the respective Parties on a case-by-case basis subject to the availability of funds and resources.

Protection of Intellectual Property Rights: The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties. The use by one Party of the name, logo and/or official emblem of the other Party on any publication, document and/or paper is prohibited without prior written approval.

Confidentiality: Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party and are labeled or otherwise designated as confidential during the period of the implementation of the MOU or any other agreements made pursuant to this MOU. Both Parties agree that the responsibilities in this Article shall continue notwithstanding the termination of this MOU.

Suspension: Each Party reserves the right for reason of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of the MOU which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

Revision, Modification and Amendment: Either Party may request in writing a revision, modification or amendment of all or any part of this MOU. Any revision, modification or amendment agreed by the Parties shall be reduced into writing and shall form part of this MOU. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this MOU before or up to the date of such revision, modification or amendment.

Settlement of Disputes: Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of the MOU shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal.

3. Entry into Force, Duration and Termination

This MOU shall come into force on the date of signing and shall remain in force for a period of five (5) years. Thereafter, it may be extended for a further period as may be agreed in writing by the Parties. Notwithstanding anything in the Article, either Party may terminate this MOU by notifying the other Party of its intention to terminate the MOU by a notice in writing, at least three (3) months prior to the proposed date of termination. The termination of the MOU shall not affect the implementation of ongoing activities/programs that have been agreed upon prior to the date of termination of the MOU.

4. This agreement is validated by the responsible administrative officers of FON-KKU and CON-CGUST, who have signed below, and is recorded in two original documents in English.

Dean, College of Nursing,

Change Gung University of Science and Technology

ASST. PROFESSOR DR. SAUWAMAS KHUNLAN THUENNADEE

Dean, Faculty of Nursing, Khon Kaen University

Date: April 23, 2019