

Academic Agreement
Between
Graduate School of Creative Science and Engineering,
Waseda University , JAPAN
and
Faculty of Engineering, Khon Kaen University THAILAND

On this day of [November 14 , 2016] (hereinafter the "Effective Date"), Graduate School of Creative Science and Engineering, Waseda University (hereinafter "GCSE Waseda") and Faculty of Engineering, Khon Kaen University, Thailand (hereinafter "EN-KKU") do hereby agree to establish the following cooperative Academic Agreement (hereinafter "Agreement") in the fields of education and academic research.

(Purpose)

Article 1 GCSE Waseda and EN-KKU (hereinafter, collectively as the "Parties," or individually as the "Party") shall provide mutual coordination and cooperation in accordance with the terms and conditions set forth herein or in the agreement memorandum or other arrangement executed hereunder in the spirit of reciprocity, in areas, such as research activities, education activities, and global academic and cultural exchanges, in which the Parties can provide mutual cooperation.

(Cooperative Matters)

Article 2 The Parties shall cooperate on the following matters in accordance with this Agreement.

- (1) To encourage visits by faculty from one university to the other for the purpose of engaging in research or other educational activities;
- (2) To facilitate collaborative research programs;
- (3) To foster the exchange of academic publications and scholarly information; and
- (4) To promote other academic activities which enhance the above mentioned goals.

II. Details on implementation of the cooperative project set forth above shall be consulted on, agreed to, and confirmed in a written document by and between the Parties.

 S.S.

(Intellectual Property)

Article 3 In order to preserve the integrity of intellectual property, as well as to ensure its proper administration and application arising as a result of the Agreement, GCSE Waseda and EN-KKU agree to cooperate to achieve the most mutually beneficial solution for these Parties. When necessary, separate agreements shall be established for each item of intellectual property identified. These Parties shall endeavor to resolve any matters related to intellectual property amicably and in a constructive manner.

(Protection of Personal Information)

Article 4 Based on the Agreement, GCSE Waseda and EN-KKU agree not to divulge or expose any personal information obtained through the performance of the Agreement to any third party except in the cases where (i) the prior written consent of relevant person is obtained; (ii) the laws and regulations allow or compel the disclosure of the relevant information; (iii) it is necessary for the protection of the life, body, or property of a certain individual; or (iv) a competent authority requests disclosure of the relevant information. This provision shall survive after the termination of this Agreement.

(Confidentiality Agreement)

Article 5 The Parties hereto shall be obligated to keep strictly confidential any information which was specified as confidential and disclosed by either Party to the others in the form of documents, information, and goods, whether given orally, in writing, by electronic media or any other means. The Parties shall not use any confidential information for any purpose other than that specified in this Agreement. The Parties hereto shall neither divulge nor expose such information to any third party without the prior consent of the other Party. In the event that a Party discloses the above-described documentation and information, etc. to the third Party in a form of writing and other forms it shall notify the other Party of the fact within seven (7) days following the disclosure.

II. Notwithstanding the preceding paragraph, the Party receiving such information shall not be under the confidentiality obligations provided for in the preceding paragraph if such information was:

- (1) Already in the possession of the Party receiving it at the time of disclosure by the other Party; or,
- (2) Publicly known at the time of disclosure by the other Party; or,
- (3) Released into the public domain after disclosure through no fault of the Party receiving it; or,
- (4) Properly obtained from a third party acting with the authorization or consent of the Party disclosing it, without bearing confidentiality obligations.

(Amendments to, Termination of and Assignment of the Agreement)

Article 11 The Agreement shall not be amended or terminated without the agreement of GCSE Waseda and EN-KKU.

II. The Parties shall not assign this Agreement.

(Jurisdiction)

Article 12 Any and all disputes arising in connection with this Agreement or any agreement, memorandum or any other form of arrangement (either oral or written) executed hereunder shall be resolved through arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. The award of the arbitration shall be final and binding upon the Parties.

This Agreement shall be documented in written form using two original copies, each signed by GCSE Waseda and EN-KKU, and affixed with the official seals of the signatory party representatives. Each signatory party shall keep a signed original.

*On behalf of Faculty of Engineering,
Khon Kaen University*



Prof. Apirat Siritaratiwat
Dean
Faculty of Engineering,
Khon Kaen University

Nov 14th, 2016
Date (Month Day, Year)

*On behalf of Graduate School of Creative
Science and Engineering, Waseda University*



Prof. Shigeki Sugano
Dean
Graduate School of Creative Science and
Engineering, Waseda University

Nov. 14th, 2016
Date (Month Day, Year)