



Memorandum of Understanding

Between

Khon Kaen University, Thailand

And

Chongqing University, China

This memorandum of understanding is made

Between

KHON KAEN UNIVERSITY, THAILAND located at 123, Moo 16, Mittraparp Road, Muang, Khon Kaen, 40002, Thailand.

Hereinafter referred to as “**TE-KKU**”.

And

CHONGQING UNIVERSITY, CHINA located at No. 174 Shazhengjie, Shapingba, Chongqing, 4000044, China.

Hereinafter referred to as “**CQU**”.

KKU and **CQU** shall hereinafter be referred to singularly as “the Party” and jointly as “the Parties”

WHEREAS:

- A. **KKU** was established as the major university in the Northeastern part of Thailand in 1964 and has developed itself to become one of the top universities in Thailand. **KKU** has recently become one of the nine national research universities in Thailand and an educational center in the Mekong sub-region. **KKU**'s major mission is to prepare future global citizens to work in a continually changing world. **KKU**'s strategic goal is to be recognized both internationally and regionally as a leading university in research.
- B. **CQU** is one of the top 1% Chinese universities within the framework of the State 211 Project and 985 Project. Over 47,000 students attend classes in 35 schools, under six faculties in Science, Social Sciences, Humanities, Engineering, Built Environment, Information Science and Technology. **CQU** is committed to making a first-class comprehensive research-oriented university in China, with unique characteristics and international fame. Chongqing, the youngest Municipality and one of the five central cities in China, remains at the forefront of the “Go West” national development campaign with the fastest economic growth.
- C. The purpose of this memorandum of understanding is to promote cooperation between the Faculty of Technology, Khon Kaen University in Thailand and the School of Energy and Power Engineering of Chongqing University
- D. The parties shall at all times for the common benefit of the Parties agree to use their best endeavor to ensure the success of this Memorandum of Understanding.
- E. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1

SCOPE OF COOPERATION

- 1.1 The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations, and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop academic and research cooperation, training and cultural dissemination between the Parties on the basis of equality and mutual benefit.

- 1.2 Each Party will endeavor to take necessary steps to encourage and develop academic exchange in the area of education and research, and have agreed upon the following activities attached in the **Appendix A** of this Memorandum of Understanding.
- 1.3 The Parties agree that the list of activities attached in **Appendix A** may be added from time to time with the mutual agreement of the Parties.

ARTICLE 2

IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS

- 2.1 The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding.
- 2.2 The Coordinators will serve as the contact person on campus, be responsible for implementing the decisions and ensuring that necessary approvals are in place, and oversee the productive stay of the visiting experts and arrangements associated with their visits.
- 2.3 In order to enable faculty-driven planning and implementation of the activities mentioned in the Appendix A, meetings, mutual visits and research workshops between the faculties of both Parties will be conducted.

ARTICLE 3

FINANCIAL ARRANGEMENT

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other. Each Party will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.
- 3.2 Notwithstanding the provision of sub-article 3.1, the Parties agree to discuss and further negotiate before implementing any specific academic or research program(s) on specific budgets.
- 3.3 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate written agreements.

ARTICLE 4

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 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 the government or the authorized organization in the Parties' country.
- 4.2 The use of the name, logo and/or official emblem of KKU or CQU as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the respective Party.
- 4.3 The intellectual property rights in respect of any technological development, products and services development, developed –
 - i. jointly by the Parties, or any research results obtained through the joint activity effort of both the Parties, shall be addressed on a case-by-case basis under separate written agreements;

- ii. solely and separately by KKU and CQU, or research results obtained through the sole and separate effort of KKU and CQU, as the case may be, shall be solely owned by the Party concerned; and
 - iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.
- 4.4 The parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research between the Parties.

ARTICLE 5
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as 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, express or implied.

ARTICLE 6
REVISION, MODIFICATION AND AMENDMENT

- 6.1 Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 6.2 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 6.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 6.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 7
SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE 8
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

ARTICLE 9

DURATION AND TERMINATION

- 9.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years subject to review and modification as mutually agreed upon.
- 9.2 Thereafter, if the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.
- 9.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its termination date. Termination shall be without penalty.
- 9.4 Such notice of termination does not affect any individual students who have already commenced or been accepted by either Party.

ARTICLE 10

NOTICES

Any communications under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of TE-KKU or CQU, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledge:

To TE-KKU:

Associate Professor Pornthap Thanokeo, Ph.D.
Dean
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Khon Kaen University
123 Moo 16
Mittrparp Road
Muang, Khon Kaen
40002, Thailand

Telephone: +6643 202 403
Facsimile: +6643 343 182
E-mail: portha@kku.ac.th

Administrative Coordinator:

Professor Alissara Reungsang, Ph.D.
Associate Dean for Research and Academic Services
Faculty of Technology
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123 Moo 16
Mittrparp Road
Muang, Khon Kaen

40002, Thailand
Telephone: +6643 202 403
Facsimile: +6643 343 182
E-mail: alissara@kku.ac.th

To CCU:

Professor Qiang Liao, Ph.D.
Dean
School of Energy and Power Engineering
Chongqing University
No. 174 Shazhengjie,
Shapingba, Chongqing,
400044, China.

Telephone: +86-023-65102119 or +86-139-83683035
Facsimile: +86-023-65102474
E-mail: lqzx@cqu.edu.cn or kuan.sun@cqu.edu.cn

Administrative Coordinator:

Professor Qiang Liao, Ph.D.
Head, School of Energy and Power Engineering
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Telephone: +86-023-65102119 or +86-139-83683035
Facsimile: +86-023-65102474
E-mail: lqzx@cqu.edu.cn or kuan.sun@cqu.edu.cn

ARTICLE 11

RELATIONSHIP OF THE PARTIES

- 11.1 The Parties record that it is not their intention that this Memorandum of Understanding creates any partnership, agency or other relationship between them under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this Memorandum of Understanding should not be construed as to render the Parties liable as partners or as creating any partnership, agency or other similar relationship.
- 11.2 Notwithstanding anything in this Memorandum of Understanding, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

ARTICLE 12

FORCE MAJEURE

No Party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Memorandum of Understanding for its delay, failure or inability to meet any

of its obligations under this Memorandum of Understanding (other than any obligation to pay money as mutually agreed in writing) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Memorandum of Understanding.

**ARTICLE 13
GENERAL**

- 13.1 Any provision of this Memorandum of Understanding which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and validity of the Memorandum of Understanding provisions shall not be affected.
- 13.2 Neither Party must make false or misleading representations or statements.
- 13.3 Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without the prior written approval of the other Party.
- 13.4 The Parties hereby confirm their express agreement that this Memorandum of Understanding and all documents directly or indirectly related thereto be drawn up in English.
- 13.5 Each of the Party hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of co-operation. Each of the Party hereto shall act in good faith towards another Party in order to promote the success of the contemplated co-operation.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding on the day and year first above written in two (2) original copies.

Khon Kaen University



.....
(Associate Professor Pornthap Thanonkeo)
Dean, Faculty of Technology

Date:..... June 10, 2020



.....
(Professor Alissara Reungsang)

Witness
Date:..... June 10, 2020

Chongqing University



.....
(Professor Qiang Liao, Ph.D.)
Head, School of Energy and Power
Engineering

Date:..... June, 2020

APPENDIX A

THE LIST OF ACTIVITIES BETWEEN FACULTY OF TECHNOLOGY, KHON KAEN UNIVERSITY, THAILAND AND CHONGQING UNIVERSITY, CHINA

Based upon principles of international educational exchange (mutual respect and benefit, co-operation, collaboration, and understanding), Faculty of Technology, Khon Kaen University (KKU) and School of Energy & Power Engineering, Chongqing University (CQU), agree to explore the following collaborative activities;

1. Researchers, professors, administrative staff, students' mobility and exchange;
2. Joint conference, talks, symposium, conversations and sharing of experiences;
3. Joint research and supervision (to be mutually agreed);
4. Joint publication;
5. Exchange of academic information and materials; and
6. Strengthen international academic cooperation.

Terms of co-operation

The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon, and made into a separate institutional agreement by both Parties prior to the initiation of that activity.

The lists of activity are not exhaustive and may be added from time to time with the mutual agreement of the Parties.

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