



MEMORANDUM OF UNDERSTANDING

Between

Alibaba.com Singapore E-Commerce Private Limited

and

Khon Kaen University

This Memorandum of Understanding (this "**MOU**") is entered into on July 1st, 2020 by and between:

- (1) **Alibaba.com Singapore E-Commerce Private Limited**, a company incorporated in Singapore and having its registered office at 8 Shenton Way, #45-01 AXA Tower, Singapore 068811 ("**Alibaba**"); and
- (2) **Khon Kaen University**, a university established in Thailand and having its registered address at 123 Moo 16, Mittraphap Road, Nai-Muang, Muang District, Khon Kaen 40002, Thailand ("**University**").

Each of Alibaba and the University may hereinafter be referred to as a "Party" and collectively, the "**Parties**".

WHEREAS

- A. Alibaba, together with its affiliates, comprises an e-commerce conglomerate which, among other things, operates an online business-to-business e-commerce marketplace under the URL of <http://www.alibaba.com/>.
- B. Khon Kaen University, Khon Kaen University (KKU) is a public university in Khon Kaen, Thailand. Founded in 1967 by Phrabat Somdet Phra Paraminthra Maha Bhumibol Adulyadej (King Rama IX), a reference to a web resource is <https://www.kku.ac.th/>
- C. Both Alibaba and the University intend to collaborate together in relation to the development and implementation of certain certification course for the Global E-commerce Talent programme ("**GET Programme**") in Thailand targeting at sharing the positive impact of the new business paradigm in promoting inclusive development and inspiring and empowering entrepreneurs, youth and women.

1. POTENTIAL COLLABORATION

The Parties agree to enter into discussion to evaluate and explore various potential business collaborations in connection with the GET Programme (the "**Collaboration**") as follows:

- (a) the University shall participate in GET Programme and select qualified lecturers to join GET online Training courses, and select up to five (5) lecturers to be trained by Alibaba at its headquarter in Hangzhou, China;
- (b) prior to initiating the GET Programme at the University, the Parties will discuss and enter into a separate formal agreement ("**Formal Agreement**"), to be signed by each Party's authorized signatory, describing the terms of the arrangement,

including the term of payment. The University shall make the necessary payment to Alibaba's bank account in accordance with the terms of the Formal Agreement.

- (c) the University shall provide access to Alibaba to attend any forum and symposia on education which is held in Thailand.
- (d) subject to the terms of the Formal Agreement, Alibaba shall provide GET course materials and on-site training to the University and provide short term courses to students;
- (e) Alibaba will support to facilitate the University to collaborate with Alibaba Business School, within Hangzhou Normal University, to exchange resources such as students, faculties, and researches.
- (f) Alibaba may invite the University and/or its students to attend any international forum and symposia on digital transformation organized by Alibaba; and
- (g) The Parties agree that each of them shall bear their own costs for any work under this MOU and except as may be otherwise agreed in writing between the Parties in coming 6 months. For the avoidance of doubt, each Party shall bear their own travel expenses and any other costs as may be incurred for any purposes associated with this MOU.

2. **NON-BINDING**

The Parties acknowledge and agree that, save for this Clause, Clauses 3 (*Confidentiality*), 4 (*Publicity*), 5 (*Intellectual Property*), 6 (*Term and Termination*), 8 (*Assignment*) and 9 (*Third Party Rights*), this MOU is not intended to be legally binding but sets out the understandings reached by the Parties with respect to the Collaboration set forth in Clause 1 (*Potential Collaboration*). The understandings reached by the Parties in this MOU shall comprise only a general scope of rights and obligations of each Party and the specific scope, initiatives, terms and conditions, and deliverables of the collaboration shall be further discussed, agreed and confirmed by the Parties by way of definitive or supplemental agreement(s) superseding this MOU.

3. **CONFIDENTIALITY**

"Confidential Information" means the terms of this MOU and all information concerning the Parties or any Party to which another Party is provided access by virtue of its activities as a result of this MOU. Confidential Information does not include information that has been publicly disseminated in writing by the owner, in

which the receiving Party can show it knew prior to disclosure, or which was rightfully received by a Party from a third Party without restriction. Confidential Information acquired hereunder by a Party will be treated as proprietary information of the disclosing Party and shall not be used for any purpose other than the collaborations between the Parties or disclosed to any third Party, except such Party's professional advisers, affiliates, consultants, or its employees on a "need to know" basis. No Party shall, without the prior written consent of the disclosing Party, make any public announcement or issue any press release disclosing Confidential Information, provided that any Party may make any disclosure required, in the opinion of its legal counsel, by applicable laws or regulations.

4. **PUBLICITY**

The Parties agree that, unless expressly agreed to and approved in advance by both Parties, no Party shall make any public announcements or press releases with respect to the relationship or collaboration between the Parties created by this MOU.

5. **INTELLECTUAL PROPERTY**

Nothing contained in this MOU shall be construed as granting or conferring, whether by sale, license or otherwise, to a Party (or any of its representatives) any right, title or interest in or to Intellectual Property Rights of the other Party or its affiliates, related parties or licensors. For the purpose of this MOU, "Intellectual Property Rights" shall mean all rights in inventions, patents, trademarks, service marks, trade names, copyrights, data rights, database rights, design rights, domain names, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications for any of them, anywhere in the world.

6. **TERM AND TERMINATION**

6.1 The Parties agree that this MOU will be valid till 2021-06-30 and can be terminated on the ground of non-execution by any Party or by mutual consent.

6.2 Subject to earlier termination in accordance with Clause 6.1, this MOU shall take effect from the date first above written and remain valid for (a) one (1) year; or (b) until the date the Parties have entered into the relevant definitive agreement(s) which supersedes this MOU (which, in the case of Alibaba, may be executed by Alibaba or its relevant affiliate and/or parent company(ies)), whichever the earlier.

7. **COUNTERPARTS**

This MOU may be signed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This MOU may also

be signed and transmitted by e-mail, as a scanned image or PDF, with such signature to be treated as an original and the document transmitted to be considered to have the same binding effect as an original signature on an original document.

8. **ASSIGNMENT**

Alibaba may assign this MOU, either in whole or in part, to any of its affiliates without the written consent of the University. The University shall not assign any part of this MOU to any Person without the prior written consent of Alibaba and any purported assignment, without such consent, shall be null and void. This MOU will bind and inure to the benefit of the Parties' permitted successors and assigns.

9. **NO THIRD-PARTY RIGHTS**

Nothing in this MOU, express or implied, is intended to confer upon any person, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this MOU, except that the Parties agree that in the event of any enforcement of its rights under this MOU by Alibaba, such action may be instituted by Alibaba and/or its affiliates on its behalf.

IN WITNESS whereof, the Parties below have executed this MOU on the
aforementioned day and year.

Signed for and on behalf of
**Alibaba.com Singapore E-Commerce Private
Limited**

Signed for and on behalf of
Khon Kaen University



Name: Zhang Yu
Title: Vice President
Date:



Name: Associate Professor Charnchai
Panthongviriyakul, M.D.
Title: President
Date:



Witness:
Name: Naren Thongkaow
Title: Country Director, CCN Partner,
Alibaba GET Programme Channel Partner



Witness:
Name: Assoc. Prof. Pensri Jaroenwanit
Title: Dean, Faculty of Business Administration
and Accountancy