



FPT UNIVERSITY



คณะบริหารธุรกิจและการบัญชี
Khon Kaen Business School
Faculty of Business Administration and Accountancy

MEMORANDUM OF AGREEMENT

BETWEEN

FPT UNIVERSITY

VIETNAM

AND

**FACULTY OF BUSINESS ADMINISTRATION AND
ACCOUNTANCY**

(KHON KAEN BUSINESS SCHOOL)

KHON KAEN UNIVERSITY

THAILAND

THIS MEMORANDUM OF AGREEMENT IS MADE ON THE
DAY OF JUNE , 2020

BETWEEN

FPT University, hereinafter referred to as FPT with the correspondence address at FPT University, Hoa Lac High Tech Park, Km29 Thang Long Highway, Thach That District, Hanoi Capital city, Vietnam.

AND

Faculty of Business Administration and Accountancy (Khon Kaen Business School), Khon Kaen University, hereinafter referred to as KKBS with the correspondence address of 123 Mittraparb Road, Khon Kaen, 40002, Thailand.

Both FPT and KKBS share hereinafter referred to singularly as “either Party” and collectively as “the Parties”.

WHEREAS:

- A. FPT and KKBS are desirous of establishing an academic link and cooperation between the two institutions;
- B. The Parties are desirous of entering into this Agreement to declare their mutual intention to establish co-operative relationships in the areas mentioned in this Agreement subject to the term and conditions hereinafter stated.

IT IS HEREBY AGREED BY THE PARTIES TO THE FOLLOWING TERMS AND CONDITIONS:

1. DEFINITIONS AND INTERPRETATION

Wherever used in this Agreement unless the context shall otherwise require, the following expressions shall have the following meanings:

“Agreement” means this agreement, the terms and conditions herein, including any amendments as agreed to in writing by the Parties from time to time.

“Effective Date” refers to the date of execution of this Agreement by the last of the Parties to sign below

“Parties” means FPT and KKBS including their successors, assign and/or representative and “Party” means either one of them.

“Credit Transfer Mobility Program” refers to any forms of credited program of transnational mobility that takes place within a student’s program of study.

2. AREAS OF CO-OPERATION

2.1. The Parties mutually agreed to have a co-operation on Credit Transfer Mobility Program where full time students of one party may be accepted by the other party to register for one semester of study under a credit transfer program.

2.2. The Parties mutually agreed to have a co-operation on the Internship Program and Co-operative Education of KKBS and On-the-Job Training (OJT) Program of FPT.

2.3. The Parties mutually agreed to develop joint activities related to all programs and short courses.

2.4. The Parties also mutually agree to have cooperation on Student Visit or Study Tour Program where students of a party can be accepted by the other for a specific period of less than one semester.

2.5. The areas of cooperation may include but not limit to collaborative research, exchange of faculty lecturer and/or supportive staff, joint-hand community development project, etc which shall be stipulated separately.

3. COOPERATION PROCEDURES

The procedures to be followed in establishing any program or any activities under this Agreement shall be follows:

3.1. Proposals for any form of cooperative work shall be submitted through liaison officers designated by the Parties.

3.2. The names of the liaison officers designated by the Parties shall be made known to each Party in writing from time to time.

3.3. The liaison officers shall jointly discuss about any proposal for any form of cooperative work, provided that the final approval for any program or any form of cooperative work under this Agreement shall be decided and confirmed in writing and undersigned by the Dean of Faculty of Business Administration and Accountancy, Khon Kaen University (KKBS) and Dean of FPT Education Global.

4. FINANCIAL AGREEMENT

The financial agreement for each cooperative program will be jointly discussed and decided by the Parties and stated in writing as form of a separate Agreement or letter of confirmation undersigned by the Dean of Faculty of Business Administration and Accountancy, Khon Kaen University (KKBS) and Dean of FPT Education Global.

5. DURATION AND TERMINATION

5.1. This Agreement shall take effect for a period of five (05) years commencing from the date of execution by the Parties and shall continue to be effective or unless sooner determined in the manner hereinafter provided (hereinafter referred to as the "Agreement Period")

5.2. The Agreement Period is extendable for any further period upon mutual consent in writing by the Parties. Either party may notify the other party if it desires to further extend the term, where opens the Parties and conditions of any such extension.

5.3. This Agreement may be terminated by either Party by giving written notice to the other Party at least three (03) months from the intended termination of this Agreement.

5.4. The provisions of this Agreement or any other written agreement in respect of any ongoing program or any form of cooperative work under this Agreement shall

continue to apply until their completion unless the Parties mutually agree in writing to earlier terminate the scheme, program or cooperative work.

6. INDEMNITY

6.1. The Parties shall indemnify each other against all cost, expenses, claims, loss or damage arising from the acts, negligence or default of the party at fault, its employees, servants and/or agents.

6.2. The Parties shall indemnify each other against any special or indirect loss, damage, cost or expenses of any kind whatsoever and howsoever cause suffered or incurred by a party arising out of or in connection with this Agreement whether or not such losses were within the contemplation of the Parties at the date of this Agreement.

6.3. The Parties acknowledge and agree in the event of a material breach of the Agreement by either party, the non-defaulting party shall endeavor to do all things as many reasonably be necessary to mitigate losses that it may suffer pertaining such breach.

7. CONFIDENTIALITY

7.1. The Parties undertake that each of them will at all times keep confidential and shall not at any time use, divulge or communicate to any person other than and to the extent necessary to their respective officers, employees, accountants, lawyers or agents whose province is to know the same and except as required by law, any financial or other information relating to the terms of this Agreement and the business of each Party and that each Party will use its best endeavors to prevent the publication or disclosure of any confidential information concerning the same.

7.2. Any information disclosed by any Party to the other Party pursuant to this Agreement shall be used strictly in connection with this Agreement and for no other purpose whatsoever.

7.3. The Parties shall not issue any announcements, publicize or make any statements in relation to this Agreement and/or the terms and conditions herein, save as required by or in accordance with the terms and condition of this Agreement or as may be mutually agreed by the Parties in writing.

7.4 Right to and interest in all intellectual Property that is made, conceived, developed, or created as a result of research conducted under this MOU shall be jointly owned by mutual agreement between the parties, taking into account the role and contributions of individuals involved in the development of the intellectual Property.

8. TERMINATION

8.1. Termination by breach

8.1.1. If FPT commits any breach of or does not comply with any of the provisions of this Agreement and the breach or non-compliance is not remedied within thirty (30) days of a notice of such breach being given in writing to KKBS by FPT, KKBS may terminate this Agreement by notice in writing to FPT with effect from such date as may be specified in the notice and the date shall be not less than three (03) months from the date of such notice.

8.1.2. If KKBS commits any breach of or does not comply with any of the provisions of this Agreement and the breach or non-compliance is not remedied within thirty (30) days of a notice of such breach being given in writing to FPT by KKBS, FPT may terminate this Agreement by notice in writing to KKBS with effect from such date as may be specified in the notice and the date shall be not less than three (03) months from the date of such notice.

8.1.3. Notwithstanding sub clause 8.1.1 and 8.1.2, either Party may terminate this Agreement by giving to the other Party not less than three (03) months notice in writings.

8.2. Termination due to national policy

8.2.1. Notwithstanding any provisions of this Agreement, FPT may terminate this Agreement by giving not less than thirty (30) day notice to that effect to FPT (without any obligation to give any reasons thereof) if FPT considers that such termination is necessary for national security or for the purposes of Government's policy or public policy. The same is applied for KKBS if they consider the termination is necessary for national security.

8.2.2. For the purpose of this Clause, what constitutes “national interest”, “interest of national security”, “Government policy” and “public policy” shall be solely made and determined by the Government of Vietnam and Thailand.

9. NOTICES

9.1. Any correspondence including notice and demand made hereunder shall be in writing and delivered by hand or by pre-paid registered post to the address of the Parties as set out below:

To FPT at:

FPT EDUCATION GLOBAL

(Attn: Ms. Nguyen Thi Thu Hien, Designation: Associate Dean, FPT Education Global)

Room 508, FPT University, FPT City, Ngu Hanh Son Ward, Da Nang City, Vietnam

Tel: +84935625592

Email: hienntt65@fe.edu.vn

To KKBS at:

(Attn: Dr. Pongsutti Phuensane, Associate Dean for Strategic Planning)

Faculty of Business Administration and Accountancy, Khon Kaen University, 123 Mittraparb Road, Khon Kaen, Thailand 40002

Tel: +66956486758

Email: pongphu@kku.ac.th

Or to such other address as the Parties may from time to time have notified.

For FPT University

For Khon Kaen Business School



Hoang Van Cuong

Dean of FPT Education Global

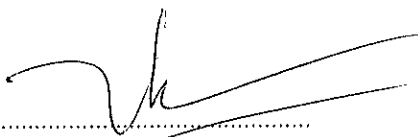


Assoc. Prof. Pensri Jaroenwanit, PhD

Dean

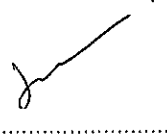
Date: 05/09/2020

Date: 02/09/2020

Witness: 

Ms. Nguyen Thi Thu Hien

Associate Dean of FPT Education Global

Witness: 

Dr. Pongsutti Phuensane
Associate Dean for Strategic Planning
(KKBS)