



UNIVERSITY
OF TWENTE.



MEMORANDUM OF UNDERSTANDING

between

Naresuan University (NU)
More specific, the Faculty of Engineering
Thailand

and

University of Twente
More specific, the Faculty of Geo-Information Science and Earth Observation
PO Box 217, 7500 AE Enschede
The Netherlands

The undersigned:

Naresuan University, 99 Moo 9 Tambon Tha Pho, Muang, Phitsanulok 65000, Thailand, duly represented by Honorary Prof. Dr. Kanchana Ngourungsi, President, hereinafter referred to as NU,

and

University of Twente, more specific the Faculty of Geo-Information Science and Earth Observation, PO Box 217, 7500AE Enschede, The Netherlands, duly represented by Prof. Dr. Ir. A. Veldkamp, Dean of the Faculty of Geo-Information Science and Earth Observation, hereafter referred to as "ITC",

individually also referred to as "Party" and together referred to as "Parties",

whereas:

- NU is a legally recognized institution providing for *education, research, and advisory* services in (among others) the fields of *Science and Technology, Health Sciences and Social Sciences*;
- ITC is a public, not for profit research and training entity, which focuses on the development of technology and its impact on people and society;
- Universities have an important role in promotion of international collaboration and increased contribution to society development;
- Parties have mutual interests in the fields of *research, development, education, training, transfer of technology and dissemination of knowledge on long term non-commercial basis*;
- Parties have common overall objectives, have an overlapping scope of activities, and are working with potentially complementary methodologies.

Hereby enter into this Memorandum of Understanding to provide a framework for collaboration between Parties, allowing them the opportunity to develop mutually beneficial activities, set out in the articles following hereunder:

1. OBJECTIVES

1. The objectives of this Memorandum of Understanding ("MoU") are for the Parties to seek and investigate opportunities to work together cooperatively to develop and implement education, training and related capacity development activities. The activities will be within the Parties' expertise and capability, and should fulfill a need or interest of both Parties.
2. This MoU is not intended to be legally binding and is only to operate as an expression of the Parties' intention to establish a framework for a cooperative working relationship between them, to achieve the objectives set out in this MoU.
3. The Parties will enter into subsequent specific agreements additional to this MoU, for any of the collaborating activities mutually identified and agreed upon. A detailed scope of each joint activity and a plan for its delivery, including, but not limited to an activity schedule, project plan, timelines, funding and contributions and intellectual property ownership, will be defined in separate agreements.

2. EXCHANGE OF STUDENTS

Students at graduate level of either Party, who wish to undertake a short term non-degree program or field/research work at the other Party, will be assisted by the host institution in getting authorization, accommodation, transportation, office, library and laboratory facilities, provided the program is accepted by the home Party and by at least one supervisor from each Party. The student should comply with the regular admission criteria of the program and should have funding for extra costs of transportation, daily living and books etc.

3. EXCHANGE OF STAFF

1. The purpose of normal exchange of staff shall be teaching and collaborative research.
2. Following receipt of written credentials and proposed activities, either Party may submit a letter of invitation to the other Party, thereto outlining the proposed terms and conditions under which the visit is to take place.
3. Negotiations between the Parties concerning such proposed visits shall include consideration of the methods and source of funding for the expenses of the visiting staff member or members.

4. RESEARCH

1. Parties intent to make efforts to provide non-confidential information about on-going research activities in order to establish contacts and collaboration between professionals working within the same fields.
2. In the case where a joint research project is identified, efforts will be made to evaluate the need for participating staff and the location of the research activities.

5. DURATION, ENTRY INTO EFFECT AND TERMINATION

1. This MoU will become effective from the date on which it is signed by both Parties, and it will remain in force for a period of 5 years.
2. This MoU may be terminated by either Party giving six months' notice to the other Party in writing, or by mutual consent of the Parties at any other time.
3. This MoU may be extended by mutual consent of the Parties, or amended by the exchange of letters signed by an authorized signatory of each Party.
4. The termination of this MoU for any reason will not affect the cooperation of any existing activity, which will continue to operate until the activity is completed or it is terminated in accordance with the relevant agreement.

6. FUNDING, FINANCE AND COSTS

1. Parties intent to offer logistic support for initiating the collaboration and for working out draft agreements and proposals for the major activities specified in this MoU.

2. Parties intent to seek funding for specific and major joint activities on an activity-by-activity basis and documented in each implementing arrangement..It is intended that both Parties will contribute to and fund joint activities.
3. Each Party will bear its own costs and expenses in relation to the negotiation, preparation, execution, delivery and completion of this MoU and any other related documentation.

7. LINK MANAGEMENT AND ADMINISTRATION

1. Negotiation, implementation, and reporting on the progress concerning this MoU will be coordinated by:

(a) Assoc. Prof. Dr. Sarintip Tantanee
 Dean of the Faculty of Engineering
 Naresuan University
 99 Moo 9 Tambon Tha Pho, Muang,
 Phitsanulok 65000, Thailand

(b) Prof. Dr. Ir. A. Veldkamp
 Dean of the Faculty of Geo-Information Science and Earth Observation
 University of Twente
 P.O. Box 217
 7500 AE Enschede, The Netherlands

2. Coordination of the activities:
 Issues about specific activities, including rights and obligations of each Party, shall be notified or communicated to the offices mentioned in 7.1 above.

8. INTELLECTUAL PROPERTY RIGHTS

1. Rights in relation to any intellectual property arising out of joint activities will be determined by the Parties on a activity-by-activity basis, and documented in each relevant agreement.
2. No rights or licenses whatsoever, either express or implied, are granted hereunder by one Party to the other Party as to any patents or patent applications, copyrights, trademarks, trade secrets, or other intellectual property now or hereafter acquired, developed, or controlled. Owner retains all rights and remedies afforded under any applicable laws for protecting confidential, proprietary, or trade secret information.

9. GENERAL PROVISIONS

1. Parties agree to maintain and update a register of the agreements as referred to in article 1.3 which will be signed by both Parties upon each individual agreement concluded between Parties.
2. This MoU does not imply the creation, establishment or incorporation of any body, agency or association.
3. This MoU does not compromise either Party's existing and/or future relations with other parties not named in this MoU nor does it limit either Party from entering into relationships with other parties.

4. Parties will not represent themselves as representatives of each other, or otherwise commit the other Party without prior consultation and written approval.
5. Parties agree that confidential information revealed to each other and/or each other's staff relating to its mission and objectives, including, but not limited to such information as technical data, client data and market intelligence, will not be disclosed, disseminated by Parties or their employees to anyone in whatever way without prior consent in writing of the other Party.
6. Parties shall write up a progress report about the status of the collaboration once every second year, and review plans for the collaboration during the period.
7. All publications resulting from the collaboration between the Parties will be mentioned in the reports. Likewise this MoU must also be mentioned in all formal presentations, which result from the collaboration under the terms hereof.
8. Any dispute arising out of this MoU shall be settled amicably by the Parties through negotiations or consultations in good faith. If a dispute cannot be settled, such a dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (Rules), by one or more arbitrators appointed in accordance with the said Rules. The place of jurisdiction shall be either in Thailand or the Netherlands, and the arbitral procedure shall be in English and confidential.

Drawn up in twofold and signed by each Party's authorized representative,

Place:

Date:

Naresuan University



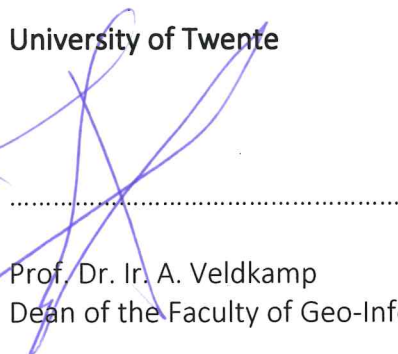
Honorary Prof. Dr. Kanchana Ngourungsi
President, Naresuan University

Place:

Date:

27/08/2018

University of Twente



Prof. Dr. Ir. A. Veldkamp
Dean of the Faculty of Geo-Information Science and Earth Observation