



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS SRIWIJAYA, INDONESIA
AND
MAE FAH LUANG UNIVERSITY, THAILAND
Number 0039/UN9/MoU/LN/2022**

This Memorandum of Understanding (MOU) is made between Universitas Sriwijaya (UNSRI), Indonesia, located at Jalan Palembang-Prabumulih, KM.32, Indralaya, Kabupaten Ogan Ilir, Sumatera Selatan, Indonesia 30662 and Mae Fah Luang University (MFU), located at 333 Moo1, Thasud, Muang, Chiang Rai 57100, Thailand, hereinafter referred to individually as the "Party" and collectively as the "Parties",

The Parties wish to enter into this MOU to promote co-operation between them and to strengthen innovative collaboration in mutually acceptable fields of teaching, learning and research.

Now the Parties mutually confirm and agree to the following:

1. GENERAL AREAS OF CO-OPERATION

- 1.1. UNSRI and MFU agree that they intend to promote cooperation through such activities and/or programs.
- 1.2. The Parties acknowledge that programs and activities enumerated are not exclusive and the Parties may agree to include such other programs and activities as may be mutually acceptable and identified later that shall be mutually discussed and agreed upon in writing by the Parties prior to the initiation of the particular program or activity and such shall be negotiated as required.
- 1.3. UNSRI and MFU may, within their respective financial, technical and educational capacities, cooperate to promote and develop programs relating to public health and environmental preservation.

2. SCOPE OF COLLABORATION

The Parties agree and acknowledge that collaboration may develop in the following programs, but not limited to:

- a) Education and research,
- b) Exchange of professors and lecturers,
- c) Training of staffs,
- d) Exchange of students,
- e) Exchange of scholarly materials and information,
- f) Joint supervision,

- g) Joint community service program,
- h) Co-authoring books and papers,
- i) Joint publication, conference, seminar and workshop,
- j) Double degree and joint degree, and
- k) Any other fields related.

3. AMENDMENTS, EFFECTIVE DATE, DURATION AND TERMINATION

- a) Any amendments to this MOU can only be made in writing and after consultation and mutual consent of the Parties. Such amendments, once approved by the Parties, shall become part of this MOU.
- b) This MOU shall be effective upon the date of signature by representatives of the Parties.
- c) This MOU shall remain in force for a period of five (5) years from the date of the last signature. This MOU should be renewed automatically unless mutually agreed otherwise.
- d) The MOU may be terminated by either Party through at least one (1) year notice to the other Party in writing. In such a case, the programs or activities already approved by the Parties shall be allowed to be completed under the conditions of this MOU.

4. RELATIONSHIP BETWEEN THE TWO PARTIES

The Parties acknowledge that this MOU does not create or evidence a relationship between them of commercial partnership, joint venture, employer/employee or agency. No part of this MOU is to be interpreted as to allow any other cooperation or business organization to register on behalf of the Parties or appoint one of the Parties as the agent of the other Party.

5. CONFIDENTIALITY

- a) For the purposes of this MOU, "**Confidential Information**" means any visual, verbal, digital, or written information and all records containing or disclosing such information which relate to either Party or of any of its shareholders, subsidiaries or associated or affiliated companies or businesses, including but not limited to, administrative, financial, technical, legal, commercial, marketing, economic or operational information.
- b) Confidential Information received by a Party ("**Receiving Party**") from the disclosing Party ("**Disclosing Party**") shall be disclosed only to its personnel and its professional advisers involved in this collaboration on a need-to-know basis and shall only be used in respect of the matters contemplated in this MOU and the Receiving Party shall use reasonable efforts to keep it

confidential, with the same care it uses for its own confidential or proprietary information.

- c) Any and all copyright, trademarks, patents, trade secrets and other intellectual property rights existing with regard to either Party's Confidential Information disclosed to the Receiving Party shall continue to belong to the Disclosing Party. No licenses or rights are granted hereby to the Receiving Party regarding any Confidential Information disclosed by the Disclosing Party.
- d) The Parties shall consult with each other regarding the timing and contents of all public announcements in relation to this MOU. Neither Party shall release any information relating to this MOU to the media, analysts or general public without the consent of the other Party.
- e) The restrictions on the use and disclosure of the Confidential Information herein shall not apply to any Confidential Information which:
 - i. is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to furnish the Confidential Information,
 - ii. has become generally available to the public without breach of this MOU by the Receiving Party.
 - iii. that, at the time of disclosure to the Receiving Party, was known to the Receiving Party free of restriction as evidenced by documentation in Recipient's possession,
 - iv. the Disclosing Party agrees in writing is free of such restrictions, or
 - v. is required by law, by any court of competent jurisdiction or any regulatory body, and the Receiving Party shall use reasonable efforts to give the Disclosing Party prior notice and an opportunity to contest or limit such disclosure,
- f) The Parties' confidentiality obligations under this MOU shall be in addition to the terms of the Non-Disclosure Agreement that is to be executed between the Parties.

6. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws and regulations in force in the jurisdiction of each cooperating Party, in respect of activities taking place in that Party's jurisdiction and the Parties shall submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

7. NOTICES

Any notices, approval, application or any form of communication that is required to be given by the Parties under this MOU shall be in writing to the nominated representatives set out below (or such other persons as may be advised in writing from time to time) and shall be deemed to be sufficiently served:

- a) In the case of delivery by hand, on the day of delivery.
- b) In the case of delivery by post (prepared post), on the 7th (seventh) business day after posting.
- c) If emailed, when the receiving Party acknowledges having received the email with an automatic read receipt being transmitted to the originating Party
- d) In the case of communication by facsimile, on the sender receipt of transmission report which purports to confirm that the address has received such facsimile.

<u>Universitas Sriwijaya Nominated Representative</u>	Contact person	: Vice Rector for Planning and Cooperation Affairs
	Address	: Jalan Palembang-Prabumulih, KM.32, Indralaya, Kabupaten Ogan Ilir, Sumatera Selatan, Indonesia 30662
	Telephone no.	: +62711580645
	Email Address	: oia@unsri.ac.id

<u>Mae Fah Luang University Nominated Representative</u>	Contact person	: The ASEAN International Mobility for Students (AIMS) Programme Coordinator
	Address	: School of Science, Mae Fah Luang University 333 Moo1 Thasud, Muang Chiangrai, Thailand 57000
	Telephone no.	: +6653-916773
	Email Address	: Science@mfu.ac.th

8. AMENDMENTS

- a) This MOU may be amended or varied by mutual consent of the Parties and such amendments or variation shall be in writing and signed by duly authorized representatives of the Parties.
- b) Such agreed amendments or variation shall be part of this MOU.

9. SPECIAL PROVISIONS

- a) Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate written agreements.
- b) This MOU is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties, that this MOU provides a framework that outlines the major areas within which co-operation and collaboration shall proceed and which may, lead to a legally binding agreement(s) to be drafted and executed in the future.
- c) This MOU is to be executed in the English language.
- d) This MOU constitutes the entire MOU between the Parties and any prior arrangements, understandings, representations or undertakings relating to the subject matter of this MOU are superseded.
- e) Prior to the initiation of any particular programme or activity, the Parties shall consult and agree in writing regarding the specific areas and details of cooperation within the framework of this MOU.

10. PUBLIC STATEMENTS AND USE OF NAME AND LOGO

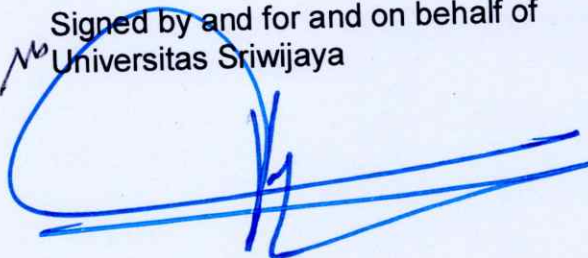
- a) Each Party shall ensure that before any public statements (including statements to the media or articles relating to their joint activities) are released or published, the prior written consent of the other Party is obtained.
- b) No Party shall have the right to use the name or logo of another Party without that Party's prior written consent and compliance with any other conditions attached to such consent.

11. ACKNOWLEDGEMENT AND COMPLIANCE

The Parties acknowledge that they may be required to meet certain obligations under the laws and regulations applicable in their own jurisdiction and in the jurisdiction of the other Party, including but not limited to sanctions laws; export control laws; privacy and data control laws; work, health and safety laws; immigration laws and laws relating to provision of education to international students. Each Party understands and acknowledges that such laws and regulations may affect or restrict this MOU and/or the activities contemplated under this MOU. The Parties acknowledge that in any activities or projects contemplated by this MOU they shall comply with all laws and regulations of their own jurisdiction and take all reasonable steps to ensure compliance with the laws and regulations of the other Party's jurisdiction where requested to do so by the other Party provided such compliance is not in breach of any law or regulation of a Party's own jurisdiction.

This MOU is signed in two copies in English. Each Party to the MOU shall retain one copy.

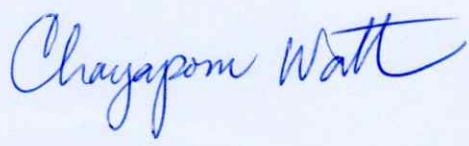
Signed by and for and on behalf of
Universitas Sriwijaya



Prof. Dr. Ir. Anis Saggaff, MSCE.
Rector

Date :

Signed by and for and on behalf of
Mae Fah Luang University



Assoc. Prof. Chayaporn Wattanasiri, Ph.D.
President

Date :