**Memorandum of Understanding**

Badge

**Between**

**(Name of Institution), (Country)**

**and**

**BURAPHA UNIVERSITY, THAILAND**

(Name of institution)(initial letters), (Country) and Burapha University (BUU), Thailand (hereinafter referred to collectively as the “Parties”) agree to enter into a formal collaborative agreement based on a foundation of trust for the mutual benefit and development of the

Parties, and the promotion of international understanding and goodwill.

**Whereas** (Name of institution)(initial letters),) and Burapha University (BUU) desire to engage in cooperative educational and research activities, for the mutual benefit of both parties, the parties have agree upon the following;

**ARTICLE 1: AREA OF COOPERATION**

The purpose as mentioned above will be accomplished by undertaking the following activities:

* 1. exchange of research materials, publications and information;
	2. development and operation of joint academic programs;
	3. support for distance learning courses;
	4. organization of joint research programs;
	5. exchange of students;
	6. exchange of academic staff;
	7. exchange of administrative and other non-academic staff;
	8. development of common curricula in areas of mutual interest;
	9. co-operation in the recruitment of students to our two institutions;
	10. co-operation in other academic and research activities.

In order to carry out the above mentioned activities, a detail plan is to be formed into specific activities agreements based on the mutually agree of the parties.

**ARTICLE 2: NON-BINDING LEGAL AND FINANCIAL**

This Memorandum of Understanding (MOU) is intended only to set forth the general understanding of the parties with respect to the subject matter herein, and does not intend to, contractually bind the parties, neither in term of legal nor financial obligation. The parties may enter into other agreements to achieve the purpose of

this MOU.

**ARTICLE 3: VALIDITY, AMENDMENT AND TERMINATION**

* 1. This MOU is valid from the date of last signature by person authorized to bind each of party, for period of (three/five/any)(number) years, and is renewal by the mutual written consent of the parties unless terminated sooner as provided herein.
	2. This MOU may be modified and/or amended through mutual discussion and written consent of the parties. Any agreed modification and/or amendment made during the validity period of the MOU shall be made as annexes to this MOU.
	3. Subject to 3.1, this MOU shall remain in effect until termination by either party. Termination shall be effected by giving the other party at least ninety (90) days prior written notice of its intention to terminate.
	4. Termination shall be without penalty. If this MOU is terminated, neither party shall be liable to the other for any monetary or other losses which may result.

**ARTICLE 4: CONTACT PERSONS *(if any)***

**Name of Institution**

(Name, Title of Institution Representative)

(Address)

Phone:

Fax:

E-mail:

http://www.

**Name of Institution**

(Name, Title of Institution Representative)

(Address)

Phone:

Fax:

E-mail:

http://www.

**ARTICLE 5 : PREVAILING LANGUAGE**

Should this document be executed in more than one language, the English version of this MOU represents the understanding of both Parties. Any other version is provided as translation. In the event of conflict between the two versions, the English version will prevail.

The MOU is written and signed in (number) copies in (language) having equal force, each party receiving one copy in (identify languages).

**Signed** for and on behalf of

**(Name of Institution)**  **Burapha University**

**(Authorized person) Assoc. Prof. Watcharin Gasaluck**

(Position)President of Burapha University

 **Address** : 169 Long-haad Bangsaen Road,

 Seansuk Sub-district, Mueang District,

 Chonburi 20131, Thailand

**Date: (……….) Date: (……….)**

 Witness Witness

 **( Name) (Name)**

 (Position) (Position)

**Date: (……….) Date: (……….)**

**การกรอกแบบบันทึกความเข้าใจ**

**(Memorandum of Understanding:MOU)**

1. **Putting mark of organization and singing the signature, home organization and placed on the left side.**

*(การวางตราสัญลักษณ์องค์กร และการลงชื่อด้านท้าย ให้วางหน่วยงานที่เป็นเจ้าภาพไว้ทางด้านซ้ายมือ)*

1. **Filling counterpart’s institution (name of institution) initial of institution which made the MOU (initial letter), and country whose the institution was established or registered body corporate (country).**

*(ในส่วนของ(Name of institution) (initial letters), (Country)ให้กรอก (ชื่อสถาบันคู่ภาคี) (ชื่อย่อที่ใช้เรียกแทนชื่อสถาบัน ในการทำบันทึกความเข้าใจ) (ประเทศที่มีภูมิลำเนา หรือ จดทะเบียนนิติบุคคล)*

1. **In a-j, identify activities as much as both parties agree to do.**

*(ข้อ 2. กิจกรรมตามที่ระบุในข้อ a. – j. ให้ระบุเท่าที่ตกลงจะดำเนินการร่วมกันจริง)*

**(4.) 4.1 initiating of MOU identify amount of year (three, five or any years depend on agreement)**

*(ข้อ 4.1 การมีผลบังคับใช้ของ MOU ต้องระบุเป็นจำนวนปีเช่น three(3) หรือ five(5) หรือ*

*any years(ตามที่ตกลงกันเป็นจำนวนอื่น))*

**(5.) 5. Contact Persons are not strict request, but it necessary in coordinating.**

*(ข้อ 5. CONTACT PERSONS นั้น จะระบุหรือไม่ก็ได้ เพราะเป็นเพียงการกำหนดไว้เพื่อ*

*ความสะดวกในการประสานงานระหว่างกันเท่านั้น)*

**(6.) In the end of MOU form must identify amount of MOUs, and in case of transecting to more than one language, must identify amount and languages**

**such as “The MOU was establish in two language which are Thai and English;**

**each languages has two copy”**

*(ในตอนท้ายของ MOU ให้ระบุจำนวนMOU ที่ได้จัดทำขึ้น และกรณีที่มีการจัดทำบันทึกมากกว่า*

*หนึ่งภาษา ให้ระบุจำนวนและภาษาที่ใช้ด้วย เช่น “ทำขึ้นไว้เป็นสองภาษา คือ ภาษาไทยและภาษาอังกฤษ ภาษาละสองฉบับ”)*

**(7.) In case of the signatory is proxy of president of university, used phrase “on behalf of Acting President of Burapha University”**

*(กรณีผู้ลงนามเป็นผู้รับมอบอำนาจจากอธิการบดี ให้ใช้คำว่า “on behalf of Acting President of Burapha University”)*

เช่น Dr. Sorrayuth Na-Chonburi

 The Dean of the faculty of Art

on behalf of Acting President of Burapha University

**หมายเหตุ : การจัดทำบันทึกความเข้าใจ และบันทึกข้อตกลงกับหน่วยงานในต่างประเทศทุกครั้งควร**

 **แปลฉบับภาษาไทยแนบมาด้วย**