



## **MEMORANDUM OF UNDERSTANDING**

**Between**

**Rajamangala University of Technology Isan**

**And**

**Kunming University of Science and Technology**

THIS MEMORANDUM OF UNDERSTANDING is made BETWEEN:

- (1) KUNMING UNIVERSITY OF SCIENCE AND TECHNOLOGY of 727 South Jingming Road, Chenggong District, Kunming, Yunnan Province, 650500, People's Republic of China, and
  - (2) RAJAMANGALA UNIVERSITY OF TECHNOLOGY ISAN of 744 Suranarai Rd. Mueng NakornRatchasima 30000, Thailand.
1. This Memorandum of Understanding ("MOU") outlines the principle requirements of each party, which will subsequently be included in a more detailed formal Agreement ("the Agreement").
  2. This MOU is also intended to provide a framework under which the business relationship between the parties will be conducted in the interim and to allow the parties to undertake certain exploratory work prior to the signing of the Agreement. The purpose of this MOU is as follows:
    - 1) Collaborative delivery of any programme of either party;
    - 2) The promotion and development of research in areas of mutual interest;
    - 3) The provision of opportunities for staff and students seeking enrolment on research programmes leading to MA, MSc, MEng, MPhil and PhD degrees;
    - 4) Staff and student exchanges;
    - 5) Credit rating and recognition of completed programmes with one party which allows for shorter periods of study at the other party resulting in an award from that other party;

- 6) The exchange of ideas and good practice in the management, delivery, and quality assurance of higher education programmes;
3. The parties agree to negotiate in good faith to reach a formal Agreement embodying the principles set out in this MOU, with a view to signature prior to expiry of this MOU. Neither party is bound to enter into the Agreement.
4. Neither party will make any claim against or be liable to the other for any loss or damages including, but not limited to, any consequential damages or lost profits, arising from any discussions, actions taken in reliance on this MOU or for termination of the negotiations without reaching a comprehensive agreement. This paragraph shall survive termination or expiration of this MOU.
5. During the term of this MOU, either party hereto (the "Disclosing Party") may disclose to the other (the "Receiving Party") information including, but not limited to, plans, ideas, operations, processes, intentions, production information, know-how, copyrights, design rights, trade secrets, market opportunities, business affairs and/or technical activities (hereinafter called "Information"). The Receiving Party shall not disclose the Information to any third party without the prior written consent of the Disclosing Party. The obligations of confidentiality contained within this paragraph 5 shall continue for five (5) years after expiry of this MOU.
6. This MOU will expire five (5) years from the signing date. Either party terminates this MOU prior to the expiry date by the service of a written notice of termination providing six weeks notice of termination.
7. Each party will bear its own expenses and costs with regard to all discussions and activities between the parties.
8. This MOU is governed by the laws of China and Thailand. In the event of any dispute, the parties will attempt to resolve the matter amicably.

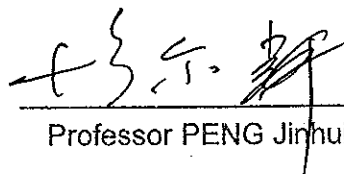
**RAJAMANGALA UNIVERSITY  
OF TECHNOLOGY ISAN**



Name: \_\_\_\_\_  
Assistant Professor Dr. Viroj Limkaisang

Title: President  
Date: 25 March 2016

**KUNMING UNIVERSITY  
OF SCIENCE AND TECHNOLOGY**



Name: \_\_\_\_\_  
Professor PENG Jinhui

Title: President  
Date: 25 March 2016