

MEMORANDUM OF UNDERSTANDING

BETWEEN

**RAJAMANGALA UNIVERSITY OF TECHNOLOGY
SRIVIJAYA, THAILAND**

AND

**TECHNISCHE UNIVERSITÄT DORTMUND,
GERMANY**

Faculty of Education, Psychology and Sociology

**ON ACADEMIC, RESEARCH AND DEVELOPMENT
COLLABORATION**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is made and entered into this day4th Jan. 2022.....

BETWEEN

RAJAMANGALA UNIVERSITY OF TECHNOLOGY SRIVIJAYA, THAILAND (hereinafter referred to as "**RUTS**"), a public university established under the Universities and University Colleges Act 2005 whose address is at no. 1 Ratchadamnoen Nok Road, Bo Yang Subdistrict, Muang District, Songkhla Province 90000, Thailand and shall include its lawful representatives and permitted assigns;

AND

TECHNISCHE UNIVERSITAT DORTMUND, GERMANY (hereinafter referred to as "**TU DORTMUND**"), an institution of higher learning whose address is at August-Schmidt-Str. 4, 44227 Dortmund and shall include its lawful representatives and permitted assigns;

RUTS and **TU DORTMUND** shall hereinafter referred to singularly as "**the Party**" and collectively as "**the Parties**" as the case may be.

WHEREAS

- A. **RUTS** is located in the southern part of Thailand. RUTS focuses on producing professional graduates capable of managing careers in science, technology and service. Adhere to the guidelines that "Rajamangala University of Technology Srivijaya emphasizes on producing graduates, and practitioners in science and technology who think, act and use their knowledge in morally and ethical ways." In addition, RUTS also develop and promote learning management, teaching, research, community service, conservation of arts and culture, and the environment in a sustainable manner, as well as developing personnel to keep pace with globalization according to vision and resources.

- B. **TU DORTMUND** was founded in 1968 and has developed a unique profile with 16 faculties ranging from science and engineering to social sciences and cultural studies. **TU DORTMUND** strives to enhance and strengthen its internationalization and cooperates with universities all around the world.
- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I

OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop research, technical co-operation and community services between the Parties on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF CO-OPERATION

1. In order to promote academic cooperation between Rajamangala University of Technology Srivijaya (RUTS), Thailand, and TU Dortmund University, Germany, the MoU has been agreed to encourage contact and cooperation of mutual interests between two universities. The two universities will jointly develop academic cooperation to attain the goals of the following forms of activities:
 - a) exchange of teaching and research personnel;
 - b) exchange of administrative and other personnel;
 - c) exchange of students;

- d) conducting scientific activities (e.g. via trainings, workshops, publishing papers)
 - e) collaboration and research projects; and
 - f) any other areas of cooperation to be mutually agreed upon between the Parties.
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, this MoU will be superseded by a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights” and “settlement of dispute” as contained in **Annexure A** of this MoU.

ARTICLE III

FINANCIAL ARRANGEMENTS

1. This MoU will not give rise to any financial obligation by one Party to other.
2. The Parties agree that all expenses, international and domestic travel, per diem, honorarium and all other costs, shall be determined on a case-to-case basis.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE V

NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE VI

ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This MoU will come into effect on the date of signing and will remain in effect for a period of **THREE (3) YEARS** or until terminated by either party with **THIRTY (30) DAYS** written notice.
2. The termination of the MoU shall not affect the implementation of ongoing activities / programmes.
3. This MoU may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

VARIATION

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

ARTICLE VIII

NOTICES

Any communication under this MoU will be in writing in the English Language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of +66 (0) 7431 7100 for **RUTS** or +0049 231-755 6230 for **TU DORTMUND** as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To: President
Rajamangala University of Technology Srivijaya, Thailand
1 Ratchadamnoennok Rd. Boyang Sub-district,
Muang District, Songkhla 90000, Thailand
Tel no. : +66 (0) 7431 7100
Fax no. : +66 (0) 7431 7123
Email address: internationalaffairs@rmutsv.ac.th

To: Technische Universität Dortmund
Faculty 12 Education, Psychology and Sociology
Prof. Dr. Dr. h.c. Thomas Werner Schröder
Emil-Figge-Str. 50
44227 Dortmund, Germany
Tel no. : (+49) 231 755-2198
Email address : thomas-werner.schroeder@tu-dortmund.de

The foregoing record represents the understandings reached between the **UNIVERSITY RAJAMANGALA UNIVERSITY OF TECHNOLOGY SRIVIJAYA, THAILAND** and the **TECHNISCHE UNIVERSITÄT DORTMUND, GERMANY** upon the matters referred to therein.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above written.

Signed by]
For and on behalf of]
**Rajamangala University of]
Technology Srivijaya, Thailand]**



.....
Professor Dr. Suwat Tanyaros
President

In the presence of



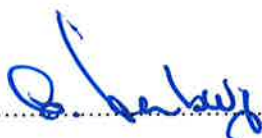
.....
Asst. Prof. Piya Prasongchan
Dean Faculty of Industrial Education and Technology, RUTS

Signed by]
For and on behalf of]
**Technische Universität]
Dortmund, Germany]**



.....
~~Prof. Dr. Insa Melle~~
~~Prorector Academic Affairs~~
On behalf of the Rector
Prof. Dr. Tessa Flatten
Vice President International Affairs

In the presence of



.....
Prof. Dr. Sabine Hornberg
~~Vice Dean of the Faculty of Education, Psychology and Sociology~~

ANNEXURE A

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –
 - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the

execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of the MoU which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of the MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.