

2 Aug 2021
1 Aug 2026



**MEMORANDUM OF UNDERSTANDING
FOR ACADEMIC CO-OPERATION
BETWEEN
CHIANG MAI UNIVERSITY, KINGDOM OF THAILAND
AND
GIFU UNIVERSITY, JAPAN**

Chiang Mai University (hereinafter referred to as “CMU”), located at 239, Huay Kaew Road, Muang Chiang Mai District, Chiang Mai, Thailand, 50200 and represented by President Niwes Nantachit and Gifu University (hereinafter referred to as “Gifu”), located at 1-1 Yanagido, Gifu City, Gifu 501-1193, Japan and represented by President Hisataka Moriwaki, wishing to encourage and facilitate international academic activities and seeking to promote the process of internationalization at their respective institutions, declare their mutual interest in exploring co-operation on the basis of equality and reciprocity of benefits. CMU and Gifu are referred to individually as a “party” and collectively as “parties.”

THE PARTIES HERETO have reached an understanding as follows:

1. Upon the mutual consent of the parties, including the relevant personnel exchange and research units within the parties, and subject to the availability of funds, collaboration may be carried out in any of the following activities:
 - a. Visits by and exchange of students for the purposes of study and research
 - b. Visits by and interchange of faculty members, researchers and administrative staff for the purposes of research, teaching and discussions
 - c. Exchange of academic information, materials and programs including, but not limited to, exchange of library materials and research publications
 - d. Joint research activities
 - e. Joint participation in internationally funded projects
 - f. Joint course development and delivery
 - g. Joint conferences, workshops, seminars as well as international training programs
 - h. Joint organization of special technical or administrative programs, and
 - i. Other cooperative activities as appropriate
2. The development and implementation of each exchange/activity based on this MoU shall be separately discussed and determined by both parties under separate agreements, which shall reflect the parties’ mutually agreed objectives, the funding arrangements, and the allocation of responsibility for that activity. Each such separate agreement shall control the administration of the activity or activities described therein.
3. The separate agreements described in paragraph 2 herein may require both parties to use their best efforts to find financial sources for carrying out the activities.
4. Nothing in this MoU shall diminish the full autonomy of either institution, or impose constraints on either party in carrying out separate agreements. Each party acknowledges

and agrees that this MoU creates no financial obligations between the parties. This MoU is not binding on the parties and contains no enforceable legal obligations.

5. Both parties intend that, in the event of research collaboration leading to patent rights, copyrights, or other intellectual property rights, a further agreement should be negotiated in each case in accordance with the policies of the two parties on intellectual property. The ownership of any intellectual property rights acquired through such research collaboration shall be determined through consultation by both parties, and the ownership shall be specified in a separate agreement.
6. Unless otherwise required by law, if either party wishes to disclose confidential data and/or information resulting from any activities under this MoU to any third party, the disclosing party must obtain prior written consent from the other party before any disclosure can be made. Consent is not to be unreasonably withheld.
7. The parties agree that each party shall consult in good faith and negotiate to reach mutually acceptable decision for the liability for the death or injury of any person or damage to any property arising from the conduct of any projects and/or programs pursuant to this MoU.
8. Both parties acknowledge that visits by faculty and researchers from one university to the other shall be subject to the entry and visa regulations of Japan and Kingdom of Thailand and shall comply with the regulations and policies of Gifu and CMU.
9. Where a problem or dispute arises between the parties they will first seek to resolve that dispute between themselves and use their best endeavours to settle the problem or dispute by direct negotiation. Where the problem or dispute continues the parties may elect a third party by mutual consent, who shall examine the problem or dispute and provide recommendations.
10. Before any of the activities set out in this MoU are implemented, the parties must enter into formal and binding agreement(s) (separate from this MoU) with each other which will detail the specific form and content of the activities and address the responsibilities and rights of each party in relation to those activities.
11. Should this MoU be terminated, the responsibilities of either party to the MoU to provide benefits to participants on exchanges begun prior to its termination may extend beyond the duration of the MoU and termination of the MoU does not abrogate responsibility to provide benefits.
12. This MoU may be executed in multiple counterparts, each of which shall constitute an original and which taken together, shall constitute one and the same MoU.
13. This MoU shall remain in force for five (05) years from August 2nd, 2021, with the understanding that it may be terminated by either party giving six (06)-month prior notice to the other party in writing. This MoU may be amended by mutual consent of the two parties. Any amendment to this MoU may be formalized in writing between the two parties.

14. This MoU is drawn up and executed in duplicate in English with both documents having equal effect. Each party to the MoU shall retain one (1) copy. Any translation of this MoU in another language shall be for reference only and shall not bind the parties.

Duly authorized representatives of CMU and Gifu executed this MoU.

Chiang Mai University, Kingdom of Thailand	For Gifu University, Japan:
<p><u>N. Nantachit</u></p> <p>Niwes Nantachit, M.D. President</p> <p>Date <u>05 / 07 / 2021</u> Month Day Year</p>	<p><u>Hisataka Moriwaki</u></p> <p>Hisataka Moriwaki M.D., Ph.D. President</p> <p>Date <u>4 / 21 / 2021</u> Month Day Year</p>

2 Aug 2016
2016
2016
2016

AGREEMENT ON STUDENT AND FACULTY EXCHANGES
Between
CHIANG MAI UNIVERSITY, THAILAND
And
GIFU UNIVERSITY, JAPAN

PREAMBLE

Chiang Mai University, Thailand and Gifu University, Japan (“the parties”) have decided to continue their partnership on the basis of the agreement signed on August 8th, 2016. The parties sign this Agreement to reaffirm the objectives of facilitating cooperation and exchange, and to strengthen ties between the two parties based upon the principles of mutual benefit and respect for each other’s independence.

The parties hereto agree as follows:

I. DEFINITIONS

In this Agreement:

1. “Home Institution” shall mean the institution where students and researchers are currently enrolled.
2. “Host Institution” shall mean the institution that has agreed to receive students and researchers from the Home Institution.
3. “Exchange Student” shall mean a student for whom reciprocal obligations exist for the host institution to accept for enrollment such student from the home institution subject to the conditions laid down in this Agreement.
4. “Researcher” shall mean a researcher from the host institution subject to the conditions laid down in this Agreement.

II. GENERAL PROVISIONS

1. Exchange students and researchers participating under the terms of the Agreement shall be subject to the rules of the Institutions and national and local regulations of the host country including immigration laws, foreign exchange laws, and foreign trade laws.
2. This Agreement shall not be construed as any transfer, assignment or infringement of any intellectual property rights between the two institutions.
3. Both institutions shall collect, process, use, disclose and otherwise manage personal information only for the purposes of fulfilling their obligations under this Agreement.
4. Neither party shall disclose the information identified as confidential to any other person or organization without the prior written consent of the other.
5. The host institution shall provide exchange students and researchers with both the necessary information about visas and the relevant documents and all other assistance for visa applications as may be required by the immigration laws and regulations of the host country. However, it shall be the sole responsibility of the exchange students and the researchers to complete the procedures.
6. The host institution shall grant exchange students access to the same facilities and services available to its own students. The host institution shall also make all relevant facilities including laboratories available to researchers.
7. Details and implementation of individual programs shall be approved by the parties and be specified in a separate written agreement.
8. The parties agree that neither party shall be liable for the death or injury of any person or damage to any property arising from the conduct of any projects and/or programs pursuant to this Agreement.
9. Neither party shall be liable for any failure or delay to perform its part of this Agreement when such failure is due to Act of God, war, armed conflict, civil disturbance, legal restrictions, riots, insurrections, strikes, earthquake, flood, fire, pandemic disease or any cause beyond the control of the parties; provided that a written notice of the commencement and cession of the circumstances excusing performance shall be as quick as possible.

10. The existence, validity, construction, operation and effect of this Agreement shall be determined in accordance with and governed under the laws of Thailand and Japan.

III. STUDENT EXCHANGE

1. The number of exchange students shall not exceed three (03) annually on the basis of the host institution's academic calendar. It is expected that the number of exchange students calculated in students/semester will balance over the effective term of this Agreement. Any final decisions on admissions are reserved exclusively for the host institution.
2. The period of exchange shall be up to one (01) academic year. Extensions may be granted only on approval by both parties.
3. The home institution shall forward to the office of the host institution by the established deadline each year a list of the exchange students nominated, together with the appropriate documentation required by the host institution. The host institution shall inform the home institution of its final decision regarding each proposed admission as soon as possible.
4. The student exchange programs under this Agreement shall be effective when the home university and the host university officially start to recruit the candidate students and, should this Agreement be terminated by the consent of the two parties, neither the home university nor the host university shall refuse to accept applications in accordance with the Agreement which remained in force at the time of recruitment.
5. Exchange students shall be full-time students at the home institution and have completed at least one (01) year of undergraduate study. Exchange students shall be registered as "Non-Degree-Seeking" students at the host institution.
6. Exchange students shall possess at least the minimum level of language proficiency required by the host institution. Admission of those who do not possess the required level of proficiency shall be consulted and determined by both parties whenever necessary.
7. The field of study for exchange students is limited within the range of curriculum and professional expertise provided by the host institution.

8. The host institution shall be responsible for certifying course credits taken by exchange students at the host institution. It shall be the sole responsibility of the home institution to decide how many transfer credit units exchange students may receive for courses taken at the host institution.
9. The host institution shall provide directly to the home institution and the exchange student a record of academic performance, including course titles, academic hours, and grade reports.
10. Each party shall designate an individual to act as academic adviser to provide exchange students with the advice in regards to academic and logistical matters.
11. Exchange students shall pay normal tuition and other fees to their home institution in accordance with the institution's rules and regulations. The host institution shall waive application, admission, and tuition fees to incoming exchange students. Exchange students shall be responsible for other expenses such as books, travel expenses, room and board, health insurance, medical care, passports and visas.
12. Exchange students shall arrange health and accident insurance as designated by the host institution.
13. The host institution shall endeavor to provide accommodations on campus for exchange students. In case it is not able to provide such accommodations on campus, it shall assist exchange students in locating suitable housing off campus if they so desire.
14. The host institution reserves the right to have those exchange students return to their home institution who, during the course of the exchange, have financial difficulties, fail to satisfactorily apply themselves to their studies, or violate any established regulations. Such expulsion shall first be discussed and agreed upon by both parties. At the time of returning, respective costs (e.g. for travel, freight, and additional costs arising from private contracts concluded by the exchange students in the host country) shall be borne by the exchange students themselves.
15. Upon completion of exchange student's studies at the host institution, he/she shall return to the home institution without fail. The host institution shall be responsible for returning the exchange students home on time in cooperation with the home institution.

IV. FACULTY EXCHANGES

1. The parties shall actively promote faculty exchanges during the mutually-agreed periods.
2. Faculty exchanges and collaboration may assume various forms, such as individual short and long-term visits to the institutions, joint projects in research and development and co-authorship of publications. The parties shall promote such activities, all of which are subject to applicable copyrights and other laws of the respective countries as well as the rules and regulations of each institution.
3. The parties agree to discuss holding special courses, conferences, seminars, symposiums, and lectures, and to permit occasional visits by staff members to attend such meetings.
4. The parties shall seek external funding sources to facilitate the exchanges. The parties acknowledge that in the absence of external funding, all expenses incidental to the exchanges including travel costs, room and board, etc., shall be borne by the researchers and the home institution.
5. The researchers shall arrange liability and personal accident insurance against injuries, deaths and damage to property depending on their period of study at the host institution.
6. Joint research and development projects and co-author publications implemented under this Agreement shall be promoted through collaboration between the two parties in accordance with the Convention on Biological Diversity (CBD). The ownership of any intellectual property rights acquired through such joint research and development projects and co-authorship in research publications shall be determined through consultation by both parties, and the ownership shall be specified in a separate written agreement.

V. EXCHANGE OF INFORMATION

Information shall be actively exchanged between the parties. "Information" refers to academic materials, research results, techniques related to research and teaching, data regarding students and faculty members, and research and publication materials.

VI. TERMS OF IMPLEMENTATION, RENEWAL, REVISIONS, TERMINATION AND NOTICES

1. This Agreement shall remain in place for five (05) years from August 2nd, 2021.
2. The Agreement shall be revised if necessary, based on mutual written agreement by the parties, at any time during the five (05) years.
3. This Agreement may be renewed after five (05) years upon the mutual consent of the parties. Each party may terminate this Agreement by notifying the other party of its intent in writing at least six (06) months prior to the expiration date. Notification of termination shall not affect the status of exchange students who have already been accepted for programs initiated prior to the termination of this Agreement. Any projects and/or programs in progress at the time of termination shall remain in force and all the provisions stipulated in this Agreement shall remain applicable to the exchange students.
4. For the terms and conditions not specifically set forth at this Agreement, both parties agree to consult and negotiate to reach mutually acceptable decisions.
5. To facilitate the smooth execution of this Agreement, each party shall designate an office to administer its exchange program:

Chiang Mai University
Director
International Relations Division
Chiang Mai University, Thailand

239 Huay Kaew Rd., Suthep, Muang,
Chiang Mai 50200 THAILAND
Phone : +66 53 94 3664
Fax: + 66 53 94 2670
Email: irdcmu@gmail.com

Gifu University
Manager
International Engagement Division
Student Affairs Department, Gifu University,
Japan
1-1 Yanagido, Gifu City, Gifu 501-1193 Japan
Phone: +81-58-293-3350
Fax: +81-58-293-2143
Email: int_exch@gifu-u.ac.jp

6. This Agreement is drawn up and executed in duplicate in English with both documents having equal legal force. Each party to the Agreement shall retain one (01) copy. Any translation of this Agreement in another language shall be for reference only and shall not bind the parties.

7. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Signatures

For and on behalf of
Chiang Mai University

For and on behalf of
Gifu University

N. Nantachit

Niwes Nantachit, M.D.
President

Hisataka Moriwaki

Hisataka Moriwaki, M.D., Ph.D.
President

Date: 05 / 07 / 2021
Month Day Year

Date: 4 / 21 / 2021
Month Day Year