

Memorandum of Understanding

Between

King Mongkut's Institute of Technology Ladkrabang

and

(Company Name)



KMITL
King Mongkut's
Institute of Technology
Ladkrabang

LOGO

This Memorandum of Understanding (MOU) dated, is made and entered by and between:

King Mongkut's Institute of Technology Ladkrabang (hereinafter referred to as "KMITL"), incorporated and existing under the laws of Thailand and having its registered address at **1 Soi Chalongkrung 1, Ladkrabang, Bangkok 10520, Thailand.** of one part; and

Company Name and Address

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KMITL and **Company** will be referred to individually as a "Party" and collectively as "Parties".

WHEREAS, KMITL and **Company** share an intention to seek education project development opportunities into which the Parties shall jointly invest for mutual benefits.

NOW, THEREFORE, the Parties hereby wish to set forth the general basis upon which the Parties propose to proceed along that line and agree to undertake the related activities as follows;

1. Objective

1.1.

1.2.

1.3.

2. Terms of Understanding

2.1. This MOU shall be in force for an initial period of one (1) year commencing from to, after which, if required, the MOU may be renewed for another agreed period upon written mutual agreement by both Parties.

- 2.2. In support of the spirit of this MOU, both Parties agree to foster a positive working and business relationship and undertake to avoid actions that may undermine the interests of any or both Parties.
- 2.3. This document is a statement of understanding and is not intended to create binding or legal obligations on either Party, other than those expressly provided herein.
- 2.4. The provisions of this MOU may be amended at any time with the mutual consent of the Parties in writing. Any of such amendments will become effective when executed and signed by the duly authorized representatives of the Parties.
- 2.5. If there exists any crucial matter that is not stipulated in this MOU or if any disagreement arises in relation to the interpretation of this MOU, the Parties will faithfully discuss between themselves to settle such matter.
- 2.6. This MOU, including any rights or obligations of the respective Parties in this MOU, shall not be assigned or delegated to an outside party, in whole or in part, by either Party without a prior written consent of the other Party.
- 2.7. The Parties shall bear its own costs and expenses incurred relating to the preparation and legal counsel required by the respective Parties in connection with this MOU.
- 2.8. Neither Party is authorized to incur any costs and expenses on behalf of the other Party unless mutually agreed upon in writing otherwise.

3. Confidentiality

- 3.1. All documents, materials and information communicated and/or disclosed by writing or other tangible forms, by demonstration or intangible forms between the Parties hereto shall be presumed as confidential information unless clearly indicated otherwise (“**Confidential Information.**”)
- 3.2. Save as required by the relevant laws, government orders or directives, each Party agrees not to disclose such Confidential Information to third parties without a prior written consent of the other Party and shall take the same precaution to safeguard its own confidential information.
- 3.3. The Parties, however, understand and grant each other that each Party may disclose such Confidential Information to its own officers, directors, employees (including temporary staff), professional advisers (including tax advisor, legal advisor and technical advisor), and those of its affiliates who have the need to know such Confidential Information in order to implement the Project.

4. Notices

4.1 Any notice or other communication to be given or served under this MOU to or on any Party may be delivered at, or sent by, (i) hand delivery; or (ii) electronic mail (or email); or (iii) prepaid registered post, to the email address or postal address and marked for the attention of the person from time to time designated by that Party for the purpose of this MOU and shall be deemed to be duly served:

(a) if it is sent by email, immediately after its being successfully sent, provided that the Party sending the email does not receive any message from the email service provider that the delivery of the email does not reach the receiving Party owing to whatever reason;

(b) if it is hand-delivered, at the time of delivery; and

(c) if it is sent by prepaid registered post, three (3) business days after posting thereof.

4.2 For the purpose of this Clause 4, notice or other communication to any Party shall be sent, delivered, given, or served at the email address or postal address set out below its name as under or at such other email address or postal address from time to time notified to the other Party in writing:

To KMITL:

Mr. Supan Tungjitkusolmun, Ph.D.

Provost
King Mongkut's Institute of Technology Ladkrabang
1 Soi Chalongkrung 1, Ladkrabang,
Bangkok 10520, Thailand
Email address: supan.tu@kmitl.ac.th

To **Company** :

Sent to

Address
.....
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This MOU is made in two identical originals, having the same wording. Both Parties have read and understood the contents contained herein and agreed thereto in every respect. They have, hence, signed and sealed (if required) on this MOU in the presence of witnesses on the date first written above.

Signed on behalf of

King Mongkut's Institute of Technology Ladkrabang

Prof. Dr. Suchatvee Suwansawat

President

Witness

Signed on behalf of

Company

Witness

draft