



TOKYO METROPOLITAN
UNIVERSITY

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FACULTY OF INFORMATICS,
BURAPHA UNIVERSITY
AND
THE GRADUATE SCHOOL OF SYSTEMS DESIGN
AND THE FACULTY OF SYSTEM DESIGN,
TOKYO METROPOLITAN UNIVERSITY**

Faculty of Informatics, Burapha University in Kingdom of Thailand and the Graduate School of System Design and the Faculty of Systems Design, Tokyo Metropolitan University in Japan entered into this Memorandum of Understanding (hereinafter referred to as “MoU”) with the objective to promote academic cooperation and exchange, based upon the principles of equality and reciprocity, between the two institutions.

1. Scope of Cooperation and Exchange

A. Exchange of Academic Staff

Each institution may receive members of the academic staff of the other institution to give lecture, to engage in joint or individual research, or for other educational purposes.

B. Exchange of Students

Each institution agrees to accept students of the other institution for a short term study program and research visits within a period up to ninety (90) days (hereinafter referred to as “Short Term Program”). Any student exchange activities involving credit-bearing courses for one semester or one academic year shall not be included in the Short Term Program. The details of each Short Term Program shall be set forth in a separate written individual agreement between the two institutions.

C. Cooperation in Research

Both institutions shall strive to cooperate in research by exploring means of promoting symposia, research conferences, the exchange of academic information, the publication of research, and the collection and sharing of research materials and data.

D. Other Exchange

The institutions shall strive to cooperate in any other educational and academic exchanges to which they may both agree.

Specification shall be further developed and materialized under a separate written agreement for each activity when an activity is organized jointly by both institutions. Both institutions will determine the feasibility of each activity according to their requirement and undertake in good faith with the aim of entering into a separate written agreement prior to its implementation, such agreement shall consist of the legal obligations and responsibilities of both institutions relating to the management and organization of the activity, ownership, management and exploitation of intellectual property, fees, maintenance and expenses where applicable, start date and duration of the activity and surviving obligations following termination of the activity.

2. Financial Matters

This MoU imposes no financial obligation on either institution.

3. Data Protection

Both institutions acknowledge and agree that they need to collect, process, use, disclose and manage personal data relating to academic staff and students in accordance with the policies, rules and regulations of the host institution, which has agreed to receive academic staff and students from the other institution for a period of exchange, and a;; applicable laws of the country where it is located solely for the purposes of the administration of academic cooperation and exchange under this MoU. Both institutions shall ensure that such personal data are held securely and confidentially at all times.

4. Intellectual Property Rights

This MoU shall not grant to either institution any license or right to the intellectual property of the other institution. Ownership of intellectual property right created by exchange staff or students while at the host institution should be determined based upon the existing policies of the host institution on ownership of intellectual property and all applicable laws of the country where the Host Institution is located

5. Term, Termination, and Amendment

This MoU shall commence on June 11,2024 and remain in force for five (5) years. Thereafter this MoU shall be renewed for a specific period by mutual agreement in writing between both institutions.

Either institution may terminate this MoU earlier during the term of the MoU by giving written notice to the other institution at least twelve (12) months prior to the date such institution wishes to terminate. However, in the event this MoU has expired or is terminate earlier under this clause 5, any exchange students and staff who have already been admitted prior to the expiration date or the proposed termination date shall be allowed to complete his/her study or research within twelve (12) months following the expiration date or the proposed termination date.

No amendments and modifications of any provision of this MoU shall be effective unless made in writing and duly sign by both institutions. Any such amendments, once executed by the institutions, will become part of this MoU.

6. Independent Contractor and No Exclusivity

The relationship of the institutions under this MoU is that of independent contractors and they are not agents, employees, partners, or joint venturers of one another. Neither institution has the authority to bind the other institution in contract or to incur any debt or obligations on behalf of the institution.

There are no express or implied third party beneficiaries of this MoU.

Both institutions are free to pursue cooperation and exchange activities or ventures with other institutions, and nothing in this MoU shall imply exclusivity on the part either institution or affect their ability to contract or collaborate with other institutions.

7. Dispute Resolution and Governing Law


Any dispute or claim arising out of or in relation to this MoU shall be resolved in good faith between the two institutions. If the dispute cannot be resolved informally, it shall be referred to a senior post-holder within each institution.

Subject to the foregoing, both institutions agree that any dispute or claim each institution may have against the other institution must be resolved by a competent court locate in municipality or country where such other institution which the dispute or claim may be asserted against is locate, in which event this MoU shall be governed in all respects by the laws of such municipality or country as they apply to agreements entered into and to be performed entirely within such municipality or country, without regard to conflict of law provisions.

This MoU is drawn up in duplicate in English. Each institution shall retain each one (1) copy.

IN WITNESS THEREOF, both institutions have caused this MoU to be executed by their duly authorized representatives.

Signature



Pusit Kulkasem

Dean

Faculty of informatics
on behalf of President of
Burapha University

(DATE) 06/11/2024

Signature



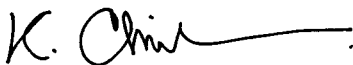
ABO Makoto

Dean

Graduate School of Systems Design and
Faculty of Systems Design
Tokyo Metropolitan University

(DATE) 06/11/2024

Witness



Krisana Chinnasarn

Faculty of Informatics
Burapha University

(DATE) 06/11/2024

Witness



NISHIUCHI Nobuyuki

Graduate School of Systems Design and
Faculty of Systems Design
Tokyo Metropolitan University

(DATE)06/11/2024