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October 15 , 2020

Dr. Satvir Singh
Dean Associate (P&EP)
I.K. Gujral Punjab Technical University
Jalandhar-Kapurthala Highway,
Near Pushpa Gujral Science City, Kapurthala
144 603 Punjab INDIA
Tel: +91 01822-662504

Dear Dr. Satvir Singh,

Please find attached Memorandum of Understanding between Kasetsart University and I.K. Gujral Punjab Technical University for your records; the other copy is well kept in ours.

We do believe that the collaboration between our two institutions would continue to bear that fruit of success in the future.

Yours sincerely,

(Ms. Araya Bijaphala)

Director of the International Affairs Division

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### MEMORANDUM OF UNDERSTANDING

# I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY, JALANDHAR And Kasetsart University

This Memorandum is made on

August 2020

#### BETWEEN:

- (1) **I\_K\_Gujral Punjab Technical University** of Jalandhar- Kapurthala Highway, Kapurthala-144603, Punjab, India ("IKGPTU"); and
- (2) **Kasetsart University** Ngamwongwan Rd, Ladyao, Chatuchak, Bangkok, Thailand 10900 ("KU")

Also herein after referred to as the Parties.

#### 1. Aims

1.1 The Parties wish to explore further opportunities for collaboration in teaching and research. The aim of this Memorandum is to provide a framework within which the Parties will seek to develop a long-term collaborative relationship.

# 2. Status of this Memorandum

Other than paragraphs 6, 7 and 8, this Memorandum is not intended to be and is not legally binding. If, as a result of further discussion, the Parties agree to collaborate in any of the activities anticipated in this Memorandum, the Parties shall enter into a formal and legally binding agreement, setting out the rights and obligations of each party in relation to that activity.

# 3. **Areas of potential collaboration**

- 3.1 Subject to paragraph 3.2, the Parties will explore opportunities for potential collaboration in the following areas:
- (a) exchange of information on course development and teaching methods;
- (b) exchange of staff and students;
- (c) development of joint research projects;
- (d) development of routes for progression whereby course work completed at IKGPTU will meet some of the course requirements needed to earn designated Bachelor degrees at KU
- (e) cultural exchange programmes

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- (f) any other areas which may promote the academic interests of the Parties in research and/or teaching.
- 3.2 The development of a collaborative relationship between the Parties is subject to:
- (a) the approval of the relevant authorities of both IKGPTU and KU and
- (b) obtaining all necessary or advisable governmental, regulatory or other relevant approvals, consents or licences.

### 4. Financial implications

4.1 Each party shall be responsible for its own costs incurred in connection with this Memorandum. IKGPTU and KU shall, where possible, explore opportunities for external funding of the collaborative activities anticipated in this Memorandum.

# 5. **Exchange of information**

5.1 Each party will exchange information with the other with a view to understanding whether it would be effective and practical for the institutions to work together.

# 6. **Confidentiality**

This Memorandum and any information provided in connection with it may not be disclosed to any third party other than (a) the parties' professional advisers; (b) as required by law or a relevant regulatory authority; (c) with the prior written consent of the other party; or (d) where the information has come into the public domain through no fault of the party wishing to disclose it.

# 7. Intellectual Property

7.1 Unless agreed otherwise in writing, any Intellectual Property rights belonging to the Parties, whether in existence at the date of this Memorandum or created during the course of it, shall belong to the respective Parties.

## 8. **Publicity**

- 8.1 The Parties will not include the name or logo of the other Party in any advertising or publicity material without the prior approval of the other Party on a case-by-case basis.
- 8.2 Neither Party will do anything which, in the reasonable opinion of the other, would damage the other's reputation and/or business.

#### 9. **Disputes**

9.1 The Parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Memorandum. If the dispute cannot be resolved informally, it shall be referred to the Vice-Chancellor of IKGPTU and KU.

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- 9.2 In the event of any dispute regarding the performance of KU obligations under this Agreement the governing law and jurisdiction shall be Thailand. In the event of any dispute regarding the performance of IKGPTU's obligations under this Agreement the governing law and jurisdiction shall be India.
- 10. **Duration, termination and review**
- 10.1 This Memorandum shall commence on the date set out on the first page and shall continue for a period of 5years. It may be extended by the written agreement of both Parties.
- 10.2 Either Party may terminate this Memorandum at any time by giving to the other not less than 6 months' notice in writing, or with immediate effect by written notice if the other Party fails to comply with its obligations under this Memorandum. Termination of this Memorandum shall be without prejudice to any other collaborative arrangement between the Parties.
- 10.3 The Parties should review the operation of this Memorandum on an annual basis.

Signed for and on behalf of  IK GUJRAL PUNJAB TECHNICAL  UNIVERSITY by  Prof.(Dr.) Ajay Kumar Sharma,  Vice-Chancellor	) ) )	Vice Chancellor I K Gujral Punjab Technical University Jalandhar-Kapurthala Highway, Kapurthala-144 603
Signed for and on behalf of <b>Kasetsart University</b> by  Dr.Chongrak Wachrinrat  President	) )	Chongrak