



UNIVERSITY OF LAW  
HO CHI MINH CITY  
— 1996 —  
*Knowledge for Justice*



# MEMORANDUM OF UNDERSTANDING

BETWEEN

HO CHI MINH CITY UNIVERSITY OF LAW

AND

CHIANG MAI UNIVERSITY

GIAO

# **THIS MEMORANDUM OF UNDERSTANDING**

is made the       day of       , 2024

## **BETWEEN**

### **HO CHI MINH CITY UNIVERSITY OF LAW**

(address: 2-4 Nguyen Tat Thanh Street, Ward 13, District 4, Ho Chi Minh City, Vietnam; tax identification number: 0302830014; represented by Dr. Le Truong Son - Rector, hereinafter "HCMULAW")

## **AND**

### **CHIANG MAI UNIVERSITY**

(Address: 239 Huay Kaew Road, Su Thep sub-district, Mueang Chiang Mai District, Chiang Mai Province 50200 tax identification number:0994000423179; represented by Professor Pongruk Sribanditmongkil, M.D., Ph.D. – President, hereinafter "CMU")

at the place and on the date written last hereunder, according to the following terms and conditions:

## **PREAMBLE**

- A. The Ho Chi Minh City University of Law (HCMULAW) and Chiang Mai University (CMU) recognise the value of international cooperation and have agreed to enter into this memorandum of understanding ("MOU") to collaborate in academic and research activities on the basis of mutual benefit.
- B. Both institutions will encourage direct contact and co-operation between their faculty members, departments, institutes and other research centres subject to the provisions of this agreement.

## **1. GUIDING PRINCIPLES AND PURPOSE OF THE MEMORANDUM**

- 1.1 The following guiding principles are intended to govern the relationship between the Parties.

Each Party shall:

- (a) Always act in good faith towards the other Party;
- (b) Be accessible and communicate openly and honestly with the other Party;
- (c) Work in a constructive and cooperative manner; and
- (d) Encourage new approaches to achieve positive outcomes where possible.

- 1.2 Applying the principles in Clause 1.1 the Parties intend to promote academic and research collaboration which are mutually beneficial.
- 1.3 To meet these goals, the Parties intend to support their mutual interests in the following areas:
  - (a) Research collaboration and/or joint research projects;
  - (b) Faculty exchanges for teaching and research;
  - (c) Joint organisation and sponsorship of courses, seminars, study tours, conferences and colloquia, and joint participation in each other's academic events;
  - (d) Administrative and professional staff internships and exchanges;
  - (e) Organisation of joint educational programmes, both at undergraduate and post-graduate levels;
  - (f) Publication opportunities of staff members from both universities in scientific journals of each other universities;
  - (g) Collaboration and exchange of library resources; and
  - (h) Exchange of academic information or material.

## **2. IMPLEMENTING THE GOALS OF THE MOU**

- 2.1 The areas of cooperation between the Parties will be mutually agreed by the Parties.
- 2.2 Before engaging in any cooperation that involves an exchange of resources, funding or the development or use of intellectual property the Parties will enter into a separate written agreement covering the relevant aspects of funding and obligations which will be binding on each Party.

## **3. REPRESENTATIVE**

- 3.1 During the Term, each Party shall nominate a Representative who will be responsible for managing the relationship and coordinating the exchange of relevant information between the Parties.
- 3.2 The Representatives must consult with each other as required to review the operation of the MOU.
- 3.3 A Party may change its Representative by providing written notice to the other Party.

## **4. CONFIDENTIAL INFORMATION**

- 4.1 The Parties may exchange Confidential Information (including to employees of a Party) during the term of the MOU.
- 4.2 The Parties must not disclose any Confidential Information without first obtaining the consent of the other Party in writing.

- 4.3 The Parties agree to take reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent unauthorised access to or use of Confidential Information.

## 5. REVIEW, TERM AND TERMINATION

- 5.1 This agreement will become effective five (5) years upon the effective date of signature by the representatives of the two institutions. Amendments or modifications may be incorporated only with the mutual written consent of the Partners.
- 5.2 The Parties will review the benefits of the collaboration and the operation of this MOU six (6) months before the MOU ends to decide whether the MOU will be renewed for a further Term. The MOU will only be renewed by mutual agreement of the Parties.
- 5.3 This MOU may be terminated by either Party providing six (6) months written notice to the other Party.
- 5.4 Any separate agreement entered into by the Parties (as set out in Clause 2) may survive termination or expiration of this MOU.

## 6. GENERAL PROVISIONS

- 6.1 The following general provisions apply:
- (a) **Acknowledgment:** The Parties acknowledge that this MOU does not restrict the rights of the Parties to act in its discretion in relation to its business activities or any existing or new commitments.
  - (b) **Legal Effect:** With the exception of Clause 4, this MOU is not intended to create legal relations and is not legally binding on the parties.
  - (c) **Agency:** Nothing in this MOU gives rise to a relationship of agency between the Parties.
  - (d) **Amendment:** This MOU can be amended by mutual written consent of the Parties. Such amendments, once approved by Parties, will become part of this MOU.
  - (e) **Assignment:** Neither Party may assign this MOU or any right under this MOU without the prior written consent of the other Party.
  - (f) **Execution:** This MOU may be executed in counterparts, including facsimile counterpart. All executed counterparts constitute one document.
  - (g) **Force Majeure:** Neither Party will be liable to the other for the consequences of any delays or failures of its performance which are caused by any event beyond the first party's reasonable control, including without limitation acts of God, fire, flood, accident, terrorism, strike and riots and either Party may terminate the MOU if such an event occurs and continues for a period of 30 days or more.

- (h) **Other Laws:** In carrying out obligations set out under this MOU, each Party shall comply with all relevant laws, policies and requirements of the other Party as notified by the other Party from time to time.

## 7. DEFINITIONS

### 7.1 In this Memorandum:

**“Confidential Information”** means information which is by its nature confidential or is identified as confidential by either Party but does not include information which:

- may be required to be disclosed by law;
- is in the public domain other than by breach of this MOU; or
- has been independently developed or obtained by either Party.

**“Date of MOU”** is the date the last Party signs the MOU as identified on the first page.

**“Effective Date”** means the date the last Party signs this MOU.

**“MOU”** means this memorandum of understanding.

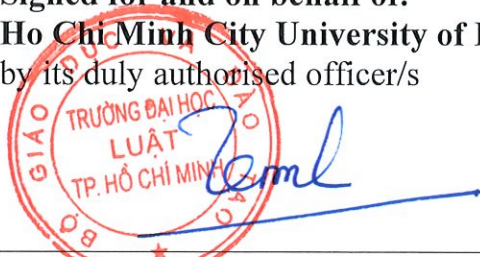
**“Party”** means a Party to this MOU and **“Parties”** has a corresponding meaning.

**“Representative”** means an employee of either Party appointed to act as its representative in relation to this MOU and who will be responsible for identifying any matters that arise between the Parties and the referral of those matters to the appropriate person within the Representative’s organisation in accordance with Clause 3.

**“Term”** means five (5) years from the Effective Date.

## EXECUTED BY THE PARTIES

Signed for and on behalf of:  
**Ho Chi Minh City University of Law**  
by its duly authorised officer/s



Dr. Le Truong Son  
Rector

Signed for and on behalf of:  
**Chiang Mai University**  
by its duly authorised officers



Prof. Pongruk Sribanditmongkol, M.D., Ph.D.  
President