

MEMORANDUM OF UNDERSTANDING
Between
Fujian Agriculture and Forestry University
Fuzhou City, Fujian Province, China
and
Chiang Mai University, Thailand

This Memorandum of Understanding (MoU) is a general enabling document for inter-institutional cooperation between **Fujian Agriculture and Forestry University** (hereafter referred to as FAFU) and **Chiang Mai University** (hereafter referred to as CMU). Both parties/universities agree as follows:

ARTICLE I
OBJECTIVE(S)

The objective of this Memorandum of Understanding is to establish cooperation on enhancement of opportunities in higher education, strengthening scientific and technological developments and promotion of cross-border cooperation, and cultural awareness between, FAFU and CMU. In particular, this MOU shall establish exchange and collaboration in areas of interest and benefit to programs of the parties allied with agriculture and forestry research and development.

ARTICLE 2
SCOPE OF ACTIVITIES

Academic cooperation will include, subject to the availability of funds and the framework of the regulations and administrative rules in force in the country:

1. Exchange of the faculty members and staff;
2. Exchange of undergraduate and graduate students;
3. Joint research activities
4. Joint teaching programs;
5. Participation in seminars, meetings, and academic conferences;
6. Exchange of academic materials and other information;
7. Special short-term academic programs; and
8. Other activities based on mutual interest.

In order to implement the cooperation mentioned above, both universities shall formalize specific cooperation projects and agreements in writing after friendly negotiation.

ARTICLE 3

FUNDING

Both universities will attempt to apply for the financial finance necessary for the implementation of the present agreement, and will apply for the award of specific funds, within other bilateral programs or multilateral programs.

ARTICLE 4

IMPLEMENTATION

Both universities will consult each other whenever it is considered necessary and will prepare an annual report of all actions implemented and underway. A liaison officer will be designated by each party/university to promote and coordinate cooperation.

ARTICLE 5

EQUALITY AND NON-DISCRIMINATION

All parties/universities subscribe to a policy of equal opportunity and non-discrimination.

ARTICLE 6

INTELLECTUAL PROPERTY

In case of results obtained within the framework of joint research programs, as defined in separate contracts, no university may register a patent or exploit the results commercially without the written consent of the other.

Whenever possible, the patents will be jointly registered by both parties/universities.

If one relinquishes its rights, the other party is entitled to register the patents in the former's own name. If a party does not respond within ninety (90) days from receipt of intent from the other Party to jointly register the Intellectual Property Rights, the latter is hereby granted authority to register on behalf of both Parties. Expenses incurred in the joint registration shall be shouldered equally by both Parties.

The publication or the free exchange of scientific results jointly obtained cannot take place without a mutual agreement between the two parties, especially if the nature of the program has been defined as confidential.

ARTICLE 7

SETTLEMENT OF DIFFERENCES

Any disputes arising from this agreement will be settled in an amicable way.

ARTICLE 8

AMENDMENTS, DURATION AND TERMINATION

This Memorandum of Understanding (MoU) is agreed for a period of five (5) years and effective from the date the representatives of both parties/universities affix their signatures below. At the end of this contract, in the event of renewal, it will be again subject to the procedure of communication.

It may be revised through the mutual agreement of both universities and can be terminated by one of the parties/universities upon giving six months' written notice signed by the presiding officer of the notifying party. Notification of termination can be made any time.

**Fujian Agriculture and Forestry
University**


LAN SIREN
President



Chiang Mai University


PONGRUK SRIBANDITMONGKOL
President



Date: 2024/05/10

Date: 2023 / 12 / 25



中国福建省福州市
福建农林大学
与
清迈大学
谅解备忘录

本谅解备忘录（MoU）是福建农林大学（以下简称 FAFU 与清迈大学（以下简称 CMU）开展合作的一般性授权文件。双方/大学达成如下协议：

条款一

目标

本谅解备忘录旨在促进高等教育合作、加强科技发展、促进跨境合作以及 FAFU 和 CMU 之间的人文交流。特别是，本谅解备忘录应在与农林业研发相关方感兴趣和受益的领域进行项目的交流与合作。

条款二

活动范围

根据资金的可用性以及现行法规和行政规则的框架，学术合作将包括：

1. 教职工交流；
2. 本科生和研究生的交流；
3. 联合研究活动
4. 联合教学计划；
5. 参加研讨会、会议和学术会议；
6. 学术材料和其他信息的交流；
7. 短期学术专项；和
8. 基于共同利益的其他活动。

为了实施上述合作，双方大学应在友好协商后正式书面确定具体的合作项目和协议。

条款三

资金

两所大学都将尝试申请实施本协议所需的资金，并将在其他双边项目或多边项目中申请特定资金支持。

条款四

实施

两所大学将在必要时相互协商，并编写一份关于所有已实施和正在进行的行动的年度报告。各方/大学将指定一名联络员来促进和协调合作。

条款五

平等与非歧视

各方大学都支持机会平等和不歧视的政策。

条款六

知识产权

如果在单独合同中定义的联合研究项目框架内获得的结果，未经另一方书面同意，任何大学不得注册专利或对其结果进行商业利用。

只要可能，专利将由双方/大学共同注册。

如果一方放弃其权利，另一方有权以自己的名义注册专利。如果一方在收到另一方联合注册知识产权的意向后九十（90）天内未做出回应，则特此授予后者代表双方注册的权力。双方应平等承担共同登记所产生的费用。

如果没有双方的共同协议，不能发表或自由交换共同获得的科学成果，特别是如果项目的性质被定义为保密的。

条款七

分歧的解决

因本协议产生的任何争议将以友好方式解决。



条款八

修改、期限和终止

本谅解备忘录（MoU）为期五（5）年，自双方/大学代表在下文签字之日起生效。在本合同结束时，如果续约，将再次遵守沟通过程。

本备忘录可通过双方大学的共同协商进行修订，可由其中一方/大学在提前六个月发出书面通知后终止该备忘录，该通知由通知方的主持人员签署。终止通知可以随时发出。

本谅解备忘录（MoU）以中英文签署，一式两份。如英文版本与中文版本有任何冲突之处，以英文版本为准。

福建农林大学	清迈大学
	
兰思仁 校长	PONGRUK SRIBANDITMONGKOL 校长 (President)
时间: 2024.05.10	时间 (Date): 2024.04.22