



**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Università degli Studi di Napoli "L'Orientale"**  
**and**  
**Faculty of Social Sciences and Humanities**  
**Mahidol University**

This MEMORANDUM OF UNDERSTANDING (MoU) is made between Università degli Studi di Napoli "L'Orientale" and Faculty of Social Sciences and Humanities, Mahidol University.

Together the two universities will be referred to as "the Parties", and individually each will be referred to as "a Party".

**RECITALS**

**WHEREAS** the Parties are linked by common academic and cultural interests;  
**WHEREAS** the Parties are both reputable providers of higher education;  
**WHEREAS** the Parties wish to enable cooperation and exchange in all academic areas of mutual interest;  
**WHEREAS** the Parties wish to expand the basis for friendship and cooperative educational exchange;  
**WHEREAS** the Parties acknowledge each other's integrity, discretion and standing with respect to the students, academic matters and proper processes relating to their individual institutions;  
**WHEREAS** the Parties confirm their willingness to co-operate as educational institutions, and wish to declare their current intention to develop cooperation with a view to organizing specific collaborative activities;  
**WHEREAS** the Parties acknowledge that all formal negotiations and proposals relating to specific students and specific programs must be conducted according to their own proper procedures, with the approval of senior administration.  
**THEREFORE**, in consideration of their mutual interests and the covenants set forth herein, the Parties agree as follows:

**ARTICLE 1**  
**OBJECTIVE**

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in Italy and Thailand, will endeavor to strengthen, promote and develop academic and research cooperation on the basis of equality and mutual benefit.

## **ARTICLE 2**

### **PURPOSE AND SCOPE OF THIS MOU**

**2.1 Purpose:** The purposes of this MoU include, but are not limited to, the following:

- (a) the exchange of students;
- (b) the development of collaborative research projects;
- (c) the organization of joint academic and scientific activities, such as courses, conferences, seminars, symposia, or lectures;
- (d) the exchange of researchers and academic staff; and
- (e) the exchange of publications and other materials of common interest.

**2.2 Scope:** Cooperative projects under this MoU may include any of the academic disciplines represented at either of the institutions.

## **ARTICLE 3**

### **PROPOSED ACTIVITIES PURSUANT TO THIS MOU**

**3.1 Institutional Appointees:** In order to fulfill the aims of this MoU, each Party will appoint an appropriate person to coordinate and conduct the development of joint activities. Through these contact persons, either Party may initiate proposals for activities under this MoU. The contact persons will also be responsible for the evaluation of activities under this MoU according to the practices of their respective Party.

**3.2 Implementation Agreement:** Activities that the Parties mutually propose to undertake are subject to formal agreement of the Parties and must be set forth in an implementation agreement signed by authorized representatives of each Party.

Implementation agreements should include specific details of the agreed activity, including such items as:

- (a) the elaboration of the responsibilities of each Party for the agreed-upon activities;
- (b) the schedules for the specific activities;
- (c) the budgets and sources of financing for each activity;
- (d) any other items necessary for the efficient implementation of the activity; and
- (e) any other items necessary to meet the legal and policy requirements of each Party.

Implementation agreements are subject to approval of each Party according to the standard policies and procedures governing the types of activities proposed therein.

## **ARTICLE 4**

### **AREAS OF COOPERATION AND FINANCIAL ARRANGEMENTS**

**4.1** Each Party will endeavor to take the necessary steps to encourage and promote the following areas of cooperation:

- (a) exchange of students for education and training (tuition fees will be waived unless indicated otherwise through mutual agreement);
- (b) academic and research collaboration in the areas of mutual strength and interest of both Parties;
- (c) exchange of agreed academic materials, which are to be made available to both Parties;
- (d) exchange of academic staff for academic development and research; and
- (e) any other areas of cooperation to be mutually agreed upon by the Parties.

**4.2** This MoU will not give rise to any financial obligation by one Party to the other.

**4.3** Each Party will bear its own costs and expenses in relation to this MoU.

**4.4** This MoU serves only as a record of the Parties' intentions, and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law. Furthermore, it will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, expressed or implied.

**4.5** Nothing contained herein is to be construed so as to constitute a joint venture, partnership, or formal business organization of any kind between the Parties, or to constitute either Party as the agent of the other.

## **ARTICLE 5**

### **DURATION OF MOU**

**5.1** This MoU will come into effect on the date of signing, and will remain in effect for a period of five (5) years.

**5.2** This MoU may be extended for a further period, as agreed in writing by the Parties.

**5.3** Either Party may terminate this MoU after giving the other Party three (3) months' written notice of its intention to do so. Any implementation agreement entered into pursuant to this MoU shall automatically terminate with the termination of this MoU.

**5.4** Any collaborative activities currently underway as a result of this MoU, or its attached implementation agreements, which are in progress at the time of termination under Article 5 Section 5.3, will be allowed to continue until their natural conclusion.

## **ARTICLE 6**

### **INTELLECTUAL PROPERTY**

**6.1** The two Parties agree that, in the event of collaborative research projects, joint academic and scientific activities and exchange programs resulting in a need for patent rights, copy rights or any other intellectual property rights, a separate agreement must be negotiated in accordance with the respective policies held by the two Parties on matters of intellectual property.

#### **6.2 Publicity and Advertising:**

- (a) The Parties agree that each may publish or advertise the existence and nature of activity under this MoU, provided that the partner does not indicate in writing that a specific matter should remain confidential.
- (b) All marketing or publicity material produced by Università degli Studi di Napoli "L'Orientale", under this MoU, which refers to Università degli Studi di Napoli "L'Orientale", will have to be approved by the Rector of Università degli Studi di Napoli "L'Orientale", before public distribution.
- (c) All marketing or publicity material produced by Faculty of Social Sciences and Humanities, Mahidol University under this MoU, which refers to Faculty of Social Sciences and Humanities, Mahidol University, will have to be approved by the Dean of Faculty of Social Sciences and Humanities, Mahidol University, before public distribution.

## **ARTICLE 7**

### **MISCELLANEOUS**

**7.1** Any communications under this MoU will be written in English language and delivered by registered mail, electronic mail or facsimile to the respective universities at their addresses below:

**Università degli Studi di Napoli "L'Orientale"**  
**Via Chiatamone 61/62**  
**80121, Napoli, Italia**  
**E-mail: [ateneo@pec.unior.it](mailto:ateneo@pec.unior.it)**

**Faculty of Social Sciences and Humanities**  
**MAHIDOL UNIVERSITY**  
**999 Phuttamonthon 4 Road,**  
**Salaya, Phuttamonthon, Nakhon Pathom 73170**  
**Thailand**  
**Facsimile: 02-8002840-75**  
**E-mail: [torsten.gerloff@your-side.de](mailto:torsten.gerloff@your-side.de)**

If there is a change in the contact details above, both Parties must notify the other, and this notification is to be deemed duly given or made when delivered and acknowledged by the recipient at such address, electronic mail address or facsimile number stated above.

7.2 Neither Party may use the name or the logo of the other Party without the prior written consent of the other Party. Neither Party shall disclose to any third Party that the Parties have a legal relationship until there is a signed contract between the Parties in place.

7.3 The Parties remain at liberty to discuss collaborative activities with any third Party.

As witness the hands of the Parties hereto the day and year first above written.

**Signed for:**

**Università degli Studi di Napoli  
"L'Orientale"**

by



**Prof. Dr. Elda Morlicchio  
Magnifico Rettore**



**Signed for:**

**Mahidol University  
Faculty of Social Sciences and  
Humanities**

by



**Assoc. Prof. Luechai Sringeranyuang  
Dean**



**In the presence of:**

-----

**In the presence of:**

-----

**16 APR. 2018**