



MOBILITY PROGRAM AGREEMENT

BETWEEN

CHIANG MAI UNIVERSITY

AND

HEZHOU UNIVERSITY

THIS MOBILITY PROGRAM AGREEMENT (hereinafter referred to as "this Agreement") is made on _____

BETWEEN

CHIANG MAI UNIVERSITY (hereinafter referred to as "CMU"), a public research university founded under a Royal Charter granted by His Majesty King Bhumibol Adulyadej whose address is at 239 Huay Kaew Road, Muang District, Chiang Mai, 50200 THAILAND of the first part;

AND

HEZHOU UNIVERSITY (hereinafter referred to as "HZU"), a state-run full-time institution of higher education established under the approval of the Ministry of Education whose address is at No. 18, Xihuan Road, Hezhou, Guangxi, 542899 PEOPLE'S REPUBLIC OF CHINA of the other part;

(CMU and HZU, shall hereinafter be referred to collectively as the "Parties" and individually as the "Party", where the context so requires).

WHEREAS:

A. CMU is an established and leading university with academic excellence in international standards, focusing to become a research-oriented institution of higher education and producing graduates with high moral and ethical standards, equipped to practice good governance under Sufficiency Economy and Sustainable Development Philosophy.

B. HZU is a state-run full-time institution of higher education which adheres to the school-running philosophy of "Quality, Talents, Cultures", with the theme of "self-reliance, knowledge-seeking, and truth-seeking" as a school motto to promote transformation and promote development.

C. The Parties wish to carry out mobility programs (hereinafter referred to as the "Program") involving the Parties' staff and students for the purpose of promoting cooperation and advancement of academic educational collaboration, furthering mutual understanding between the Parties and enhancing each Party's teaching, learning, and internationalization objectives, by working on the basis of reciprocity within the parameters of their respective laws, regulations and policies.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITION

For the purpose of this Agreement:

"Confidential Information" means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this Agreement; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms;

"Home Institution" shall mean the institution which has agreed to send its staff/students to the Host Institution under the Program;

"Host Institution" shall mean the institution, which has agreed to receive staff/students from the Home Institution under the Program;

"Participants" shall mean both staff and student Participants;

"Program" shall mean mobility program(s) involving staff and student Participants of the Parties;

"Staff Participants" shall mean the staff of the Home Institution who participates in the Program; and

"Student Participants" shall mean students of the Home Institution who participate in the Program.

2. TERM AND RENEWAL

2.1. This Agreement shall commence on the and shall remain in effect for FIVE (5) years from the date hereof (hereinafter referred to as the "Term of Agreement"), regardless of the diverse dates the Parties may have signed this Agreement, subject to annual review and modification by mutual agreement.

2.2. This Agreement may be renewed by any Party notifying the other Party in writing of its intention to renew the Term of Agreement, at least ninety (90) days before the expiration of the Term of Agreement. Renewal of the Term of Agreement shall be in writing and by mutual consent.

3. NUMBER OF PARTICIPANTS

The Parties may enroll any number of its staff and students as participants in the Program per academic year. However, the Host Institution reserves the right to make the final decision and determine the number of staff and students from the Home Institution that may be accepted into the Program.

4. PERIOD OF ENROLMENT

4.1. The maximum period of enrolment in the Program is six (6) months for Staff Participants, and six (6) months for Student Participants.

4.2. The Host Institution may allow a longer period of enrolment for the Participants or any of the Participants for a particular academic year upon a written request made by the Home Institution.

5. SELECTION OF PARTICIPANTS

5.1. The Home Institution will nominate its staff and students to enroll in the Program on the basis of the criteria determined by the Home Institution.

5.2. The Host Institution however reserves the right to determine the final selection and admission of each staff/student nominated by the Home Institution.

6. ACADEMIC PROGRAMS FOR STUDENT PARTICIPANTS

6.1. Student Participants may be placed at any faculty of the Host Institution, subject to the approval of the Dean of the relevant faculty. Alternative faculties or courses may be suggested in the event of restricted course vacancies or course cancellation.

6.2. The Host Institution reserves the right to approve the academic programs and individual courses in which the student Participants will be enrolled in at the Host Institution.

6.3. Student Participants will be governed by the same regulations and performance standards that pertain to other students at the Host Institution.

6.4. If any student Participant voluntarily withdraws or is dismissed for disciplinary reasons before the end of the term of the Program, it will be considered by the Home Institution that the student has completed the term of the Program. In addition, the Host Institution reserves the right to require the withdrawal of any Student Participant whose academic standing or conduct warrants such action. The Host Institution will consult with the Home Institution before finalizing such action.

7. ACADEMIC RECORD AND ACCREDITATION OF STUDENT PARTICIPANTS

The Host Institution shall evaluate the academic performance of Student Participants according to its rules and shall send the Home Institution the academic reports of Student Participants to be used at the discretion of the Home Institution. The Home Institution may give credit to Student Participants based on the academic reports, according to its regulations.

8. TUITION FEES AND EXPENSES OF STUDENT PARTICIPANTS

8.1. The Host Institution shall exempt Student Participants from payment of registration and tuition fees at the Host Institution.

8.2. Subject to Clause 12 of this Agreement, other costs and expenses such as that of living, travelling, educational, optional student activities and any other incidental expenses arising out of the Program shall be borne by Student Participants themselves.

9. STATUS OF STUDENT PARTICIPANTS

Student Participants will remain enrolled as students of the Home Institution while on the Program and will not be enrolled as candidates or students for any degree at the Host Institution. Accordingly, Student Participants are expected to maintain the equivalent of a full course load at the Host Institution.

10. ACCESS TO ACADEMIC AND SOCIAL FACILITIES

10.1. Student Participants shall be entitled to participate in any introductory or orientation courses or programs that may customarily be arranged for students at the Host Institution and shall have the same right of access to academic and social facilities provided by the Host Institution as do Host Institution students.

10.2. Staff Participants shall be entitled to working conditions and privileges which are at least equivalent to those accorded to resident staff of the Host Institution. Advance agreements shall be made between the Parties with respect to the Staff Participants access to special facilities such as laboratories and equipment at the Host Institution.

11. SALARY AND EXPENSES OF STAFF PARTICIPANTS

11.1. Salary together with allowances to which Staff Participants are entitled to and have been approved by the Home Institution in writing shall be the responsibility of the Home Institution unless otherwise agreed in writing.

11.2. Subject to Clause 12 of this Agreement, other costs and expenses such as that of living, travelling, educational and any other incidental expenses arising out of the Program shall be borne by Staff Participants themselves.

12. ACCOMMODATION

The Host Institution will accommodate the Participants in one of the Host Institution's residential colleges. Alternatively, the Host Institution will secure housing for the Participants for the period of time that they are on the Program. The cost of accommodation or housing shall be borne by the Participants.

13. INSURANCE

Participants will be personally responsible to purchase health/medical insurance for the period of time that they are on the Program, as required by the Host Institution and the Participants must present the relevant documents and their translations in English (if the original language

of the documents is other than English) to the Host Institution before departure from the Home Institution.

14. RESPONSIBILITIES AND COMMITMENTS OF THE PARTICIPANTS

14.1. Participants shall ensure that they meet and conform to all requirements of the Host Institution's country as regards to immigration and to obtain the necessary and appropriate visas for the period of time that they are on the Program.

14.2. Participants shall ensure that they keep their Host Institution fully informed of their movements and their contact details during the period of their enrolment. The Host Institution will act as the point of contact with the Participants.

14.3. Participants shall, within reasonable limits, attempt to represent their Home Institution and country to the best of their ability.

14.4. Participants shall be subjected to and shall abide by the laws of the Host Institution's country and by the policies, rules and regulations and the legislation, in whatever form, governing the affairs of the Host Institution.

15. RESPONSIBILITIES AND COMMITMENTS OF THE PARTIES

15.1. The Parties shall consult on a regular basis, the possibility of staff mobility in areas of teaching, research or administration.

15.2. The Home Institution shall notify the Host Institution of the intended enrolment on the Program at least six (6) months in advance.

15.3. The Home Institution shall ensure that the Student Participants have the necessary personal funding resources to meet their financial obligations.

15.4. The Host Institution will provide the Participants with formal letters of admission and other documents as may be required for establishing their status for visa and other purposes.

15.5. The Host Institution will assign the Participants to the appropriate School, Department or Division of Faculty, and in the case of Student Participants, to academic advisers where necessary.

15.6. The Host Institution will assist the Participants in dealing with administrative procedures inclusive of application for visa and other immigration matters.

15.7. The Parties shall work out further details of any specific conditions other than hereby described through ad-hoc mutual consultation.

15.8. The Parties agree to provide on "as needed basis", orientation of Participants in respect of language, culture, customs and other life skills which may be necessary for the Participants to obtain the maximum benefit from the Program.

16. CONFIDENTIALITY

16.1. Neither Party shall at any time publish or, disclose to any third party, the contents of this Agreement or any Confidential Information of the other Party, acquired pursuant to this Agreement without the written consent of the other Party.

16.2. The Parties hereto acknowledge that in the event of any breach of this Clause 16 by either Party, the disclosing Party may suffer substantial loss and damage which monetary damages cannot adequately remedy. The Parties acknowledge and agree that the disclosing Party shall be entitled to injunctive and other equitable relief in enforcing the obligations in this Clause 16 in addition to all other remedies available to the disclosing Party by law.

17. TERMINATION

17.1. Either Party may at any time give notice in writing to the other Party of its intention to terminate this Agreement, in which case this Agreement shall terminate ninety (90) days after such notice has been given.

17.2. Notwithstanding the expiration of the Term of Agreement hereof or early termination of this Agreement as provided herein, both Parties shall continue to perform their respective responsibilities specified in this Agreement until such Participants complete their Program period and the obligations of the Parties in Clause 16 herein shall survive this Agreement and remain binding on the Parties.

18. NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this Agreement shall be in writing, in English and delivered personally or sent by registered or certified air mail or by courier or fax (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below, or sent to the facsimile number or emailed to the following:

If to CMU:

Address : Faculty of Agro-Industry, Chiang Mai University,
Mae Hia Sub-district, Muang, Chiang Mai, 50100 THAILAND

Telephone No. : +66 53 948201, 948214

Facsimile No. : +66 53 948214

Contact Person : Asst. Prof. Dr. Sujinda Sriwattana

Email Address : sujindapdt@gmail.com / iragrocmu13@gmail.com

If to HZU:

Address : College of Food Science and Biology Engineering,
Hezhou University, No. 18, Xihuan Road, Hezhou, Guangxi, 542899
PEOPLE'S REPUBLIC OF CHINA

Telephone No. : +86 774-5225514

Facsimile No. : +86 774-5228605

Contact Person : Prof.Dr. Duan Zhenhua

Email Address : 1171983152@qq.com

19. AMENDMENTS AND VARIATION

No amendments, modifications, supplements, termination or waiver of any provision of this Agreement will be effective unless made in writing and duly signed by both Parties.

20. DISPUTE RESOLUTION AND GOVERNING LAW

20.1. The Parties agree that all disputes arising pursuant to this Agreement shall be resolved by way of negotiations and discussions and with a view to an amicable settlement and mutual benefit for both Parties.

20.2. Any negotiation for the settlement of dispute shall be governed by the laws of the country where such dispute arises.

21. ASSIGNMENT

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

22. NAME, OFFICIAL EMBLEM AND LOGO

22.1. Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.

22.2. Any use of the Brand Materials for the purposes stated in Clause 22.1 above shall first obtain the written consent of the other Party and shall comply with all reasonable instructions as to the use of the other Party's Brand Materials.

23. E-COMMUNICATION AND SIGNATURE

The Parties hereby consent to electronic communication and electronic signatures being equal to signatures inked on paper. The Parties acknowledge and agree that electronic communication is an acceptable method of communicating information from a Party to the other Party without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

24. INTELLECTUAL PROPERTY

Intellectual property right ownership shall devolve upon the Party whose Participants have carried out the work, giving due recognition to those who have collaborated in the execution of the said work.

25. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such enforcement shall frustrate the purpose of this Agreement.

26. COMPLIANCE WITH LAWS

In the performance of its services, each Party agrees that it will comply with all laws, ordinances, rules, and regulations of any government or administrative agency, federal, state or local that affect performance of its services.

27. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between the Parties concerning its subject matter, and supersedes any prior oral and written agreements, commitments, understandings or communications with respect to its subject matter.

28. INDEPENDENT CONTRACTORS

The relationship of the Parties under this Agreement is that of independent contractors and they are not agents, employees or partners of one another. Neither Party has the authority to bind the other Party in contract or incur any debts or obligations on behalf of the other Party.


29. INDEMNIFICATION


Each Party shall be liable for the actions of its own employees, officers, agents and representatives and agree to indemnify and hold one another harmless from any and all claims any losses arising from any negligent acts or omission on the part of either Party or any of their employees, officers, agents and representatives relating to thereto.

30. MUTUAL COOPERATION AND RELATIONSHIP


The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this Agreement in accordance with the spirit of close cooperation and mutual assistance.

IN WITNESS WHEREOF CMU and HZU hereunto have executed this Agreement on the year and date first above written:


SIGNED for and on behalf of
CHIANG MAI UNIVERSITY


x 
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ASSOC. PROF. ROME CHIRANUKROM
Vice President
Chiang Mai University

SIGNED for and on behalf of
HEZHOU UNIVERSITY

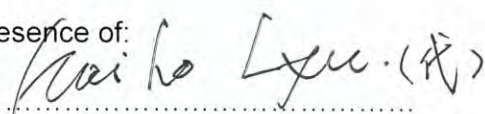

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PROF. DR. LYU HAIBO
Vice President
Hezhou University



In the presence of:


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ASST. PROF. DR. SUJINDA SRIWATTANA
Dean
Faculty of Agro-Industry,
Chiang Mai University

In the presence of:


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PROF. DR. DUAN ZHENHUA
Dean
School of Food and Bioengineering,
Hezhou University