



UNIVERSIDAD DE GUANAJUATO



MEMORANDUM OF UNDERSTANDING

Between

MAHIDOL UNIVERSITY, THAILAND

through the Nakhonsawan Campus

And

UNIVERSIDAD DE GUANAJUATO, MEXICO

through the Division of Sciences and Engineering, Campus Leon

This Memorandum of Understanding ("**MoU**") is made and executed by and between:

MAHIDOL UNIVERSITY, through the **Nakhonsawan Campus**, located at 402/1 Moo 5 Khaothong, Phayuha Khiri, Nakhonsawan, 60130, Thailand, hereinafter referred to as "**OPNA**", represented by its **Vice President, Ms. Mondhakarn Oprasertsawat**, duly authorized, and;

UNIVERSIDAD DE GUANAJUATO, through the **Division of Sciences and Engineering, Campus Leon**, located at Lomas del Bosque número 103; Colonia Lomas del Campestre; Código postal 37150; León, estado de Guanajuato, Mexico, hereinafter referred to as "**UG**" represented by its **Provost for Academic Affairs, Dr. José Eleazar Barboza Corona**, duly authorized by Delegatory Agreement dated October 9, 2023, published in the University Gazette on October 12, 2023; and assisted by Dr. David Yves Ghislain Delepine, Director of the Division of Sciences and Engineering, Campus Leon.



Universidad de Guanajuato

OFICINA DE LA ABOGACÍA GENERAL

Both institutions, hereinafter jointly referred to as "**THE PARTIES**" agree to establish an "**MoU**", in accordance with the principles and guidelines set forth below and in pursuance with the regulations in force in each of "**THE PARTIES**".

CLAUSES

FIRST. Purpose.

This "**MoU**" serves as a written understanding of agreed upon principles between "**OPNA**" and "**UG**".

This is a non-binding document, and it is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit

of **"THE PARTIES"**. Each institution will be responsible for managing its own costs.

Commitments of specific institutional resources, staff, spaces, facilities, or any other academic or intellectual activities may be contemplated hereunder but are beyond the scope of this **"MoU"**.

To the extent that the implementation of any agreed upon activities requires a commitment of resources, staff, credit-bearing coursework, or intellectual property, a supplementary Specific Agreement must be negotiated and approved by **"THE PARTIES"** before any of the projects shall initiate.

SECOND. Scope and Major Activities.

"THE PARTIES" agree to explore the development of the following types of activities:

- a. Short stays of faculty, students and administrators in specific areas of education, research and outreach;
- b. Organization of joint conferences, symposia, or other scientific meetings on subjects of mutual interest;
- c. Exchange of academic information and materials;
- d. Exploration of possibilities for developing joint research programs and collaborations; and
- e. Other exchange and collaborative programs to which **"THE PARTIES"** agree.

THIRD. Responsibilities of "THE PARTIES".

"THE PARTIES" recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, space, and other resources. Accordingly, the implementation of any exchange and collaborative program based on this **"MoU"** shall be separately negotiated and determined in a separated written agreement by **"THE PARTIES"**.

It is further expected that **"THE PARTIES"** will be compliant with all applicable laws, regulations, and relevant policies in both countries.

Each Party will appoint a coordinator to facilitate the collaborative activity at the respective institution, if necessary.

FOURTH. Notices.

Any notice related to this **"MoU"**, shall be sent to:

At **"OPNA"**
Head of Academic and Curriculum
Division, Mahidol University,
Nakhonsawan Campus, 402/1

At **"UG"**:
Director of the International Office
Lascuráin de Retana número 5,
Zona Centro, Guanajuato



Universidad
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OFICINA DE LA ABOGACIA GENERAL

A handwritten signature in blue ink, appearing to be a stylized 'A' or similar character.

A handwritten signature in blue ink, appearing to be a stylized 'B' or similar character.

Moo.5, Khaothong Subdistrict,
Phayuhakiri District, Nakhonsawan
60130, Thailand. Tel: +66 864456406.
E-mail: tippawan.rue@mahidol.ac.th;
janejira.ket@mahidol.ac.th

Estado de Guanajuato
código postal 36000, Mexico.
Tel: +52 (473) 732-0006 Ext. 1011
E-mail: international.office@ugto.mx

FIFTH. Privacy.

"THE PARTIES" shall keep confidential all information and personal data from the other relating to students, employees, and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates.

SIXTH. Dispute Resolution.

In case of difficulties in the interpretation or execution of this **"MoU"**, **"THE PARTIES"** undertake to resolve the dispute in a friendly manner.

SEVENTH. Duration.

This **"MoU"** will become effective when signed by **"THE PARTIES"**. The **"MoU"** will remain in effect for **five (5) years** from the latest date the **"MoU"** was signed as indicated below and may be renewed by mutual agreed of **"THE PARTIES"** in written.

"THE PARTIES" agree to periodically review the activities undertaken and the progress made and to consult each other concerning amendments, renewal or termination of this **"MoU"**.

EIGHTH. Termination.

Either Party may terminate this **"MoU"** by providing written notice of such termination to the other Party at least six (6) months prior to the date of termination. In the case of such termination, any activities currently underway shall be allowed to continue until their conclusion.

NINTH. Amendment.

This **"MoU"** may be amended by mutual agreement of **"THE PARTIES"** in writing and signed by duly authorized representatives of **"THE PARTIES"**, and it shall be an integral part of this **"MoU"**.

TENTH. General Terms.

This **"MoU"** is not intended to create, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either Party, its officers, employees, or agents against the other Party, its officers, employees or agents.



Universidad
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Nothing in this "MoU" obligates either Party to commit or transfer any funds, assets, or other resources in support of projects or activities between "THE PARTIES".

Neither Party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the written approval of the other Party.

This "MoU" is signed in goodwill in two original copies in English, in the places and on the dates indicated below, and shall enter into force on the latest date of signing by "THE PARTIES".



MAHIDOL UNIVERSITY

UNIVERSIDAD DE GUANAJUATO



Handwritten signature of M.D. Mondhakarn Oprasertsawat in blue ink.

M.D. Mondhakarn Oprasertsawat
Vice President
Nakhonsawan Campus

Handwritten signature of Dr. José Eleazar Barboza Corona in blue ink.

Dr. José Eleazar Barboza Corona
Provost for Academic Affairs

Place: Nakhonsawan, Thailand.
Date: 09 / 16 / 2024.

Place: Guanajuato, Mexico.
Date: 08 / 20 / 2024.

Witnesses

Handwritten signature of Professor Dr. Burin Gumjadpai in blue ink.

Professor Dr. Burin Gumjadpai
Director of Centre for Theoretical
Physics and Natural Philosophy
Nakhonsawan Campus

Handwritten signature of Dr. David Yves Ghislain Delepine in blue ink.

Dr. David Yves Ghislain Delepine
Director of the Division of Sciences
and Engineering
Campus Leon

These signatures correspond to the Memorandum of Understanding between Mahidol University, Thailand, and Universidad de Guanajuato, Mexico.