IMPLEMENTATION OF AGREEMENT

BETWEEN

UNIVERSITY OF LAMBUNG MANGKURAT

AND

KANCHANABURI RAJABHAT UNIVERSITY

ON

SEA-TEACHER PROGRAM

This Implementation of Agreement, hereinafter referred to as "Agreement" has been made and entered into effect by and between:

I. University of Lambung Mangkurat, Banjarmasin (ULM), addressed at Jalan Brigjend H. Hasan Basry, Kayu Tangi, Banjarmasin, postcode 70123, Kalimantan Selatan, Indonesia, hereafter referred as **FIRST PARTY.**

II. Kanchanaburi Rajabhat University, Thailand (KRU), addressed at Nong Bua, Mueang Kanchanaburi District, Kanchanaburi postcode 71190, Thailand, hereafter referred as **SECOND PARTY.**

FIRST PARTY and **SECOND PARTY,** in this Agreement, are also individually referred to as **PARTY** or collectively as **PARTIES.**

ARTICLE I
OBJECTIVE

This agreement intends to set out the general principles of mutual cooperation in the field of **Pre-Service Student Teacher Exchange in Southeast Asia (SEA-Teacher Program).**

ARTICLE II
IMPLEMENTATION OF THE PROGRAMS

(1) **FIRST PARTY** will send one Chemistry Education Major student and one Physics Education Major student to the **SECOND PARTY.**
(2) The **SECOND PARTY** will send students to the **FIRST PARTY** in the next year (2024).
(3) The program will start from September 1st to September 29th 2023.
(4) Other matters relating to the program follow the Letter of Agreement among University of SEAMEO Member Countries (Indonesia, Philippines, Thailand, and Vietnam) under the project "Pre-Service Student Teacher Exchange in Southeast Asia" (SEA-Teacher Project) signed on 21 March 2023 at Thailand.

ARTICLE III
FORCE MAJEURE

Both **PARTIES** shall not be responsible for any delay or failure resulted in from events or circumstances beyond the reasonable control of either **PARTY** and in particular, any failure by either to carry out its obligations as set out in this Agreement.

ARTICLE IV
FINANCIAL ARRANGEMENTS

This agreement will not give rise to any financial obligation by one party to the other. The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this agreement shall be mutually agreed upon by the respective Parties on a case-by-case basis subject to the availability of funds and resources.

ARTICLE V
SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this agreement which suspension shall take effect immediately after notification has been given to the other Party through Diplomatic channels.

ARTICLE VI
REVISION, MODIFICATION AND AMENDMENT

(1) Either Party may request in writing a revision, modification, or amendment of all or any part of this agreement.
(2) Any revision, modification, or amendment agreed by the Parties shall be reduced into writing and shall form part of this agreement.
(3) Such revision, modification, or amendment shall come into force on such date as may be determined by the Parties.
(4) Any revision, modification, or amendment shall not prejudice the rights and obligations arising from or based on this agreement before or up to the date of such revision, modification, or amendment.

ARTICLE VII
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party or international tribunal.

ARTICLE VIII
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

(1) The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules, and regulations of the Parties and with other international agreements signed by both parties.

(2) The use of the name, logo, and/or official emblem of any of the Parties on any publication, document, and/or paper is prohibited without the prior written approval of either party.
(3) Notwithstanding anything in paragraph 1 above, the intellectual property rights with respect to any technological development and any products and services development carried out.
(4) Jointly by the Parties or research results obtained through the joint activity effort of the Parties in accordance with the terms to be mutually agreed upon; and
(5) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE IX
NOTICES

Any notice or communication between the Parties shall be in writing and delivered to the address, sent to the facsimile number or emailed to the following:

For University of Lambung Mangkurat,

Address	: Jalan Brigjend H. Hasan Basry, Kayu Tangi, Banjarmasin, postcode 70123, Kalimantan Selatan, Indonesia
Contact person	: Dr. Ir. Yusuf Azis, M.Sc.
Telephone No	: +62 5113304177, +62 5113305195
Email address	: kerjasama@ulm.ac.id

For Kanchanaburi Rajabhat University,

Address	: Nong Bua, Mueang Kanchanaburi District, Kanchanaburi postcode 71190,Thailand
Contact person	: Dr.Piangchan Moffatt
Telephone No	:+66 866283988
Email address	: madammoffatt@kru.ac.th

ARTICLE X
CLOSING

Any matters not stipulated in this Agreement will be set forth in the separate cooperation agreement as an inseparable part of this Agreement.

Herein this Agreement is made in 2 (two) original copies, each having equal validity, one copy for the **FIRST PARTY** and the other copy for the **SECOND PARTY.**

FIRST PARTY
University of Lambung Mangkurat

Prof. Dr. Ahmad, S.E., M.Si.
Rector
University of Lambung Mangkurat

Date: 29 Aug 2023

SECOND PARTY
Kanchanaburi Rajabhat University

Asst. Prof. Dr. Photjanee Sukchaona
President
Kanchanaburi Rajabhat University

Date: 29 Aug 2023