

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE KINGDOM OF THAILAND
AND
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM
ON
CO-OPERATION IN THE FIELD OF EDUCATION

THE GOVERNMENT OF THE KINGDOM OF THAILAND and
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM
(hereinafter referred to singularly as the “Party” and collectively as the “Parties”);

WHEREAS the Parties having implemented successfully a Memorandum of Understanding on Educational Cooperation between the Ministry of Education of the Kingdom of Thailand and the Ministry of Education and Training of the Socialist Republic of Viet Nam on 20th February 2004 (“the 2004 Memorandum of Understanding”), and now intend to continue their cooperation with regard to education;

RECOGNISING the existing friendly relations between the two countries;

DESIRING to strengthen and further develop co-operation between the two countries in the field of education;

CONVINCED of the necessity of a lasting and effective co-operation in the interest of both countries; and

BELIEVING that such co-operation would serve their common interests and contribute to the enhancement of the field of education and social development of both countries,

HAVE AGREED as follows:

ARTICLE 1

OBJECTIVE

The Parties shall, subject to the terms of this Memorandum of Understanding, agree to strengthen, promote and develop co-operation in the field of education between the Parties on the basis of equality and mutual benefit.

ARTICLE 2

PRINCIPLES OF CO-OPERATION

The co-operative activities under this Memorandum of Understanding shall be in accordance with the relevant laws and regulations of their respective Parties and other relevant international agreements to which both Parties are party to.

ARTICLE 3

AREAS OF CO-OPERATION

Each Party shall take necessary steps to encourage and promote technical co-operation in the following areas:

1. facilitating academic staff, teachers, experts and pupils exchange programmes;
2. promoting school and institution linkages;
3. facilitating the training of teachers and educational officers;
4. facilitating educational management and leadership development, curriculum design and development;
5. assisting in the exchange of information on diplomas verification;
6. facilitating of teaching Vietnamese Language in Thailand and teaching Thai Language in Viet Nam;
7. any other areas of co-operation in accordance with the objective of this Memorandum of Understanding as set out in Article 1, to be mutually agreed upon by the Parties.

ARTICLE 4
FORMS OF CO-OPERATION

The co-operation activities under this Memorandum of Understanding shall take the following forms:

1. exchange programmes between educational leaders, high officials, experts, teachers, administrators and pupils;
2. exchange of education related materials, publications, teaching aids and education information;
3. meetings, workshops, exhibitions, conferences, seminars, study visits, competitions, camps, scholarships or sponsorship; and
4. any other forms of educational co-operation in accordance with the objective of this Memorandum of Understanding as set out in Article 1, to be mutually agreed upon by the Parties.

ARTICLE 5
DESIGNATED AUTHORITY

The designated authority responsible for the implementation of this Memorandum of Understanding on behalf of the Government of the Kingdom of Thailand shall be the Ministry of Education of Thailand and on behalf of the Government of the Socialist Republic of Viet Nam shall be the Ministry of Education and Training of Viet Nam.

ARTICLE 6
JOINT WORKING GROUP

1. The Parties shall establish a Thailand - Viet Nam Joint Working Group (hereinafter referred to as "the Joint Working Group").
2. The Joint Working Group shall:
 - a) consider ways and means to promote the aforesaid objective and ensure the proper co-ordination and implementation of its decisions and/or recommendations;

- b) review the progress of the implementation of all understandings concluded between the two countries within the framework of this Memorandum of Understanding; and
 - c) take necessary steps to ensure the active and speedy implementation of the understandings.
3. The Joint Working Group shall be chaired on behalf of the Government of the Kingdom of Thailand by the Permanent Secretary of the Ministry of Education of Thailand or any senior official appointed by the Ministry of Education of Thailand and on behalf of the Government of the Socialist Republic of Viet Nam by a Vice Minister of the Ministry of Education and Training of Viet Nam or any senior official appointed by the Ministry of Education and Training of Viet Nam, with participation from other relevant government agencies of the Parties as appropriate.
 4. The Joint Working Group shall meet at least once in two (2) years or whenever necessary, alternately in Thailand and Viet Nam.
 5. The Joint Working Group shall meet at a date convenient to and mutually agreed upon by the Parties.
 6. The composition and procedure of the Joint Working Group shall be jointly agreed upon by the Parties.
 7. The decisions and other conclusions of the Joint Working Group which shall be appropriated with this Memorandum of Understanding and reflected in the Agreed Minutes of the Meeting and the Parties shall take appropriate steps to implement these decisions and conclusions.

ARTICLE 7
FINANCIAL ARRANGEMENTS

1. The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding shall be mutually agreed upon by both Parties subject to each Parties' rules, regulations and the availability of funds.
2. Notwithstanding anything in paragraph 1 above, expenses for organising the meetings of the Joint Working Group shall be borne by the Party hosting the meetings. The Party, which is sending its representatives for participation in the meetings of the Joint Working Group, if any, shall bear their own travel and living expenses.

ARTICLE 8
PARTICIPATION OF THIRD PARTY

Either Party may invite the participation of a third party in the joint activities or programmes being carried out under this Memorandum of Understanding upon the agreement of the other Party. In carrying out such joint activities or programmes, the Parties shall ensure that the third party shall comply with the provisions of this Memorandum of Understanding.

ARTICLE 9
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. 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.
2. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out:

- a) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
- b) 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 10 CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to, the other Party during the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. Both Parties agree that the provisions of this Article shall survive the expiry or termination of this Memorandum of Understanding.

ARTICLE 11 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 Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party through diplomatic channels.

ARTICLE 12 REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
2. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form an integral part of this Memorandum of Understanding.

3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
4. Unless otherwise decided by the Parties, any revision, modification or amendment will not affect the implementation of on-going activities or programmes which have been jointly agreed by the Parties before or up to the date of such revision, modification or amendment.

ARTICLE 13

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 Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE 14

ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Memorandum of Understanding shall come into force on the date of the last signature and shall remain in force for a period of five (5) years.
2. Thereafter, it shall be automatically extended for a further period of five (5) years.
3. Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing through diplomatic channels, at least three (3) months prior to its intention to do so.
4. The termination of this Memorandum of Understanding shall not affect the implementation of on-going activities and/or programmes which have been agreed prior to the date of termination of this Memorandum of Understanding.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed this Memorandum of Understanding.

DONE in duplicate, in the Thai, Vietnamese and English languages, all text being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

**FOR THE GOVERNMENT
OF THE KINGDOM OF
THAILAND**



**Nataphol Teepsuwan
Minister of Education**

DONE at Bangkok
on **30** of December in 2020

**FOR THE GOVERNMENT
OF THE S.R.VIET NAM**



**Phung Xuan Nha
Minister of Education and Training**

DONE at Hanoi
on **5** of December in 2020