



# **谅解备忘录**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**天津铁道职业技术学院**

**TIANJIN RAILWAY TECHNICAL AND  
VOCATIONAL COLLEGE**

**AND**

**那拉提瓦公主大学**

**PRINCESS OF NARADHIWAS UNIVERSITY**

本谅解备忘录（以下简称“MOU”）于 2021 年 11月23 日制定。

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “MOU”) is made on 23<sup>rd</sup> of November ,2021.

**BETWEEN**

**天津铁道职业技术学院**是中国设立的一所全日制高等职业学校，主要培养铁路、城轨应用型高级技术人才。注册地址为中国天津市河北区建昌路21号，邮编：300240。（以下简称“TRTVC”），为备忘录一方。

**TIANJIN RAILWAY TECHNICAL AND VOCATIONAL COLLEGE** is a full-time higher vocational college established by the state, which mainly educates advanced, application-oriented technical skill personnel of railway and urban rail. with the registered address at No.21, Jianchang Road, Hebei District, Tianjin, P.R.China, 300240. (Hereinafter referred to as “TRTVC”), of the one part.

**AND**

**那拉提瓦公主大学**是一所泰国公立高等教育机构，注册地址为泰国那拉提瓦省Mueang区Khok-kian街道8组99（简称“PNU”），为备忘录一方；

**PRINCESS OF NARADHIWAS UNIVERSITY**, a public Institution of Higher Education with the registered address at 99 M.8 Road, Khok-kian Sub-district , Mueang district , Narathiwat Province , Thailand (hereinafter referred to as “PNU”) of the one part;

TRTVC 和 PNU，以下统称为“双方”，单独称为“一方”

TRTVC and PNU, shall hereinafter referred to collectively as “Parties” and individually as a “Party”.

**导言：**

**WHEREAS:-**

- A. PNU 是一所公立高等教育机构，拥有研究和教学设施、经验以及由其工作人员组成的多学科专家团队，负责创造、开发、传播和应用有助于实现泰国政府的国家建设目标。

PNU is a public Institution of Higher Education with research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members to undertake the creation, development, dissemination and application of knowledge that can contribute towards achieving the Thai Government’s goal of nation building.

- B. TRTVC被国家认定为“职业教育先进单位”，被联合国教科文组织认定为“中国职工教育代

表”。它位于中国北方环渤海的主要经济和贸易中心天津。学院下设铁道工程学院、铁道运输学院、铁道电信学院、铁道动力学院、铁道建筑学院和城市轨道交通学院等教学单位。

TRTVC was recognized as an “Advance Unit of Vocational Education” by the state, and a “Representative of Staff Education in China” by UNESCO. It is located in Tianjin, a major Circum Bohai Sea economic and trade hub in northern China. The college consists of 6 main teaching faculties including School of Railway Engineering, School of Railway Transportation, School of Railway Signaling and Telecommunication, School of Railway Power, School of Railway Construction and Urban Rail Transit School, etc.

- C. 经过TRTVC和PNU的讨论，双方希望建立合作，探索发展、支持和丰富双方的合作机会，以惠利双方。

Following discussions between TRTVC and PNU, the Parties wish to establish collaboration and explore opportunities to develop, support and enrich the development of research in the fields that will be beneficial to both Parties.

- D. TRTVC 和 PNU 一致认为，建立合作，寻求机会，共同努力，惠及双方。

TRTVC and PNU recognized that joint collaboration and effort on exploring opportunities and establishing a cooperative relationship would benefit both Parties.

- E. 本谅解备忘录列明如下合作框架和合作意向。

This MOU sets out below the definite framework and intentions of both Parties for collaboration.

- F. 为实现本谅解备忘录的目标，PNU 和 TRTVC 认为共享和拓展双方的知识和专业合作将会为双方带来协同效益。

In achieving the objectives of this MOU, PNU and TRTVC are of the view that there are synergistic benefits to be derived for the parties in collaborating by way of sharing and further developing the knowledge and expertise of both parties.

- G. PNU 和 TRTVC 希望通过此备忘录约定的条款和条件来正式确定双方的合作。

PNU and TRTVC are desirous of formalizing this collaboration by entering into this MOU subject to terms and conditions as stipulated herein.



现特此议定如下：

NOW IT IS HEREBY AGREED as follows:

## 1. 签订本谅解备忘录的目的

### Purpose of this MOU

TRTVTC和PNU将致力于在合作中相互帮助和支持双方互惠互利的项目，其中包括：-

TRTVTC and PNU will endeavor to assist and support each other in the collaboration for the projects that mutually benefit both Parties, among others:-

- a. 学生交流计划  
Student Exchange Programme
- b. 师生培训  
Training of students and teachers
- c. 轨道交通系统教育信息共享  
Sharing Information on rail transportation system education
- d. 合作教育项目  
Cooperative education programs

## 2. 保密条款

### Confidentiality

- 2.1 (a) 未经另一方书面同意，任何一方均不得在任何时间向任意第三方泄露本谅解备忘录的有关保密信息。

Neither Party shall at any time disclose to any other third party, any Confidential Information of the Parties, acquired pursuant to this MOU without the written consent of the other Party.

(b) 就本谅解备忘录而言，“机密信息”是指所有技术和非技术信息，包括专利、版权、商业秘密、专有技术和专有信息、技术、草图、图纸、图表、方法、过程、设备、与技术或发明相关的设备、算法、软件程序、软件源文件和公式，包括但不限于其各自有关研究、实验工作、开发、设计细节和规格、工程、财务信息、采购要求、采购制造、客户名单、业务预测、销售和营销计划以及以书面形式指定为机密或其性质旨在仅供接收方了解的信息，或在保密的情况下口头提供或及时确认的信息以书面形式泄露为机密或专有本谅解备忘录；泄露方以书面、口头、数字、磁性介质、照片和/或任何形式向接收方传达的信息；

For the purpose of this MOU, “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 MOU; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms;

**2.2 未经另一方事先书面同意，任何一方均不得发布或以其它方式公开本谅解备忘录的内容和彼此提供的任何机密信息。**

No Party shall publish or otherwise make public the contents of this MOU and any Confidential Information made available to each other without the prior written consent of the other Party.

**3. 双方在谅解备忘录下的义务**

**Obligations of the Parties under the MOU**

**a) 双方应在预算适当的情况下，同意提供资金和材料，并协助安排谅解备忘录中提及的活动；**

The Parties shall, subject to budget appropriate, agree to provide funds as well as materials, and assist in arranging activities mentioned in the Memorandum of Understanding;

**b) 在有必要并经双方同意时，双方可请求第三方支持为本谅解备忘录的计划提供资金。**

Whenever deemed necessary and by mutual consent, the Parties may request support from a third Party to finance the programs of this Memorandum of Understanding.

**4. 谅解备忘录的有效性和更新**

**Validity and Renewal of the MOU**

**4.1 本谅解备忘录有效，自本谅解备忘录签署之日起三 (3) 年内有效。任何一方均可提前 (1) 个月书面通知另一方终止本谅解备忘录。尽管本谅解备忘录已届满或提前终止，但本谅解备忘录第 2 条规定的双方义务将在本谅解备忘录届满或提前终止后的五 (5) 年内继续有效并对双方具有约束力（作为情况可能）或，如本文第 4.2 条**

所规定的，更新期（视情况而定）到期或提前终止。

This MOU is valid and shall remain in effect for Three (3) years from the date of this MOU. Either Party may terminate this MOU by giving one (1) month's written notice to the other Party. Notwithstanding the expiry or the earlier termination of this MOU, the obligations of the Parties in clause 2 herein shall survive and remain binding on the Parties for a period of five (5) years from the expiry or the earlier termination of this MOU (as the case may be) or, the expiry or the earlier termination of the renewed period (as the case may be) as provided in clause 4.2 herein.

**4.2 本谅解备忘录可在双方相互同意的情况下续签。**

This MOU may be renewed upon the mutual understanding of both Parties.

**5. 发布权**

**Right to Publish**

本谅解备忘录产生的对丰富知识具有学术重要性的数据和信息应由 TRTVC 根据 TRTVC 政策发布。

The data and information accruing from this MOU, which are of academic importance for the enrichment of knowledge, shall be published by TRTVC in accordance with TRTVC policy.

**6. 双方关系**

**Relationship of The Parties**

本谅解备忘录中的任何内容均不得解释为在本协议任何一方之间建立或建立合伙或主仆关系，或构成任何一方为任何目的或以任何方式作为另一方的代理人或代表。

Nothing in this MOU shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties hereto or as constituting any party as an agent or representative of the other Party for any purpose or in any manner whatsoever.

**7. 终止**

**Termination**

**7.1 如果 TRTVC 和 PNU（视情况而定）满足此处所述的任何条件，则受害方有权通过发出通知终止本谅解备忘录：**

If TRTVC and PNU as the case may be commits any of the conditions stated herein, then, the aggrieved Party shall be entitled to terminate this MOU by serving a notice to that effect:



- a) 任何一方在到期时资不抵债或无力偿还债务或书面承认其无力偿还债务；  
或者

Either Party becomes insolvent or is unable to pay its debts when due or admits in writing its inability to pay its debts; or

- b) 任何一方通常与其债权人达成任何安排或和解，或指定接管人或管理人；  
或者

Either Party enters any arrangement or composition with its creditors generally, or a receiver or manager is appointed; or

- c) 任何一方进行清算或通过清算决议，非以重组为目的；

Either Party goes into liquidation or passed a resolution to go into liquidation, otherwise than for the purpose of reconstruction; or

- d) 任何一方未能遵守本谅解备忘录项下的任何义务。

Either Party fails to comply with any of the obligations under this MOU.

- 7.2 终止通知不得少于21天，第 7.1(d) 款的情况除外，即终止通知应在任何一方首先给予21天后生效。向另一方发出一天书面通知以纠正违约，如果该违约在该期限内未得到纠正，则在发出不少于21天的终止通知后；

The notice to terminate shall not be less than twenty-one (21) days, save for in the case of sub-clause 7.1(d), whereby the notice to terminate shall take effect only after either party first giving twenty-one (21) day notice in writing to the other party to remedy a default, and where such default is not remedied in that period, upon giving not less than further twenty-one (21) day notice of termination;

- 7.3 本谅解备忘录终止后，除 PNU 在终止日期之前已开展的活动尚未支付且 PNU 应向 TRTVC 支付的款项外，双方对彼此不承担任何义务。

Upon termination of this MOU, both Parties shall have no obligation to each other except for payments still outstanding and payable by PNU to TRTVC, for activities already undertaken prior to the date of such termination.

## 8. 不可抗力

### Force Majeure

对于因超出任何一方合理控制范围的事件或情况而导致的延迟或未能履行，特别是任何一方未能履行本谅解备忘录中规定的义务，双方均不承担任何责任。

Both Parties shall not be held liable for delays or failures to perform that result 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 MOU.

## **9. 公开声明**

### **Public Statement**

双方同意，除非事先得到双方的批准，否则不得就本谅解备忘录或因本谅解备忘录而开发的任何产品、工艺或发明发表公开声明。

Both Parties agree that no public statement shall be made on this MOU, or in relation to any products, processes or inventions developed as a result of this MOU unless approved first by both Parties.

## **10. 注意事项**

### **Notices**

双方之间的任何通知或通信均应发送至本谅解备忘录中首先规定的地址。

Any notice or communication between the Parties shall be delivered to the address, as first set out in this MOU.

## **11. 变化**

### **Variation**

未经双方同意，不得修改、变更、更改或以其他方式修改本谅解备忘录中规定的条款，此类修改、变更、变更和修改应以书面形式作出并由双方签署。

The terms stipulated in this MOU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

## **12. 适用法律**

### **Governing law**

本谅解备忘录应根据中华人民共和国法律解释。

This MOU shall be interpreted in accordance with the laws of P.R.China.



### **13. 争议解决**

#### **Dispute Resolution**

双方同意，根据本谅解备忘录产生的所有争议应通过谈判和讨论的方式解决，以友好解决和双方互惠互利。

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

### **14. 谅解备忘录的执行**

#### **Execution of the MOU**

就本谅解备忘录而言，通过传真或其他电子方式传输的签字人的签名应被视为其原始签名。通过传真或其他电子传输方式交换本谅解备忘录及其签名页的副本应构成本谅解备忘录的有效执行和交付，并可用于代替原始谅解备忘录用于所有目的。

The signature of the signatory transmitted by facsimile or other electronic means shall be deemed to be its original signature for the purposes of this MOU. The exchange of copies for this MoU and of the signature page thereto by facsimile or other electronic means of transmission shall constitute effective execution and delivery of this MOU and may be used in lieu of the original MOU for all purposes.

### **15. 义务**

#### **Assignment**

除非另有书面约定，双方不得将其在本协议项下的全部或任何权利、义务、利益或利益转让或转让给任何第三方。

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.

### **16. 名称和标志**

#### **Name and Logo**

未经另一方事先书面同意，任何一方均不得使用或允许任何个人或实体使用另一方的名称或标志（或其任何变体）。

Neither Party shall use, nor permit any person or entity to use the name or logo (or any variation thereof) of the other Party without first obtaining the written consent of the other Party.

## **17. 相互合作和关系**

### **Mutual Cooperation and Relationship**

双方意识到充分预见和解决涉及双方合作的每一个问题是不可行的。因此，双方应本着密切合作和互助的精神，尽最大努力发挥各自的专长，根据本谅解备忘录采取必要的步骤和措施，以促进双方的共同利益。

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 endeavors to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this MOU in accordance with the spirit of close cooperation and mutual assistance.

特此 TRTVc 和 PNU 已于上述年份和日期签署本谅解备忘录，以资证明：

IN WITNESS WHEREOF TRTVc and PNU hereunto have executed this Memorandum of Understanding on the year and date first above written:

签名

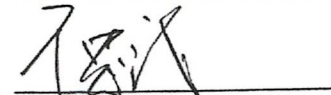
SIGNED BY

代表

For and on behalf of

天津铁道职业技术学院

TIANJIN RAILWAY TECHNICAL AND VOCATIONAL COLLEGE



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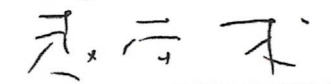
天津铁道职业技术学院

党委书记 院长

Yu Zhongwu

Party Secretary and President

Tianjin Railway Technical and Vocational College



见证人

天津铁道职业技术学院副院长

Assoc.Prof.Mr.Zhao Xueshu

Vice President

Tianjin Railway Technical and Vocational College

签名

SIGNED BY

代表

For and on behalf of

那拉提瓦公主大学

PRINCESS OF NARADHIWAS UNIVERSITY



泰国那拉提瓦大学校长

Assoc.Prof.Dr.Rossukon Sangmanee

Witnessed by:



见证人

泰国那拉提瓦大学副校长

Asst.Prof. Dr.Preecha Salaemae

Vice President

Princess of Naradhiwas University



见证人

那拉提瓦技术学院院长

Mr. Pramin Hayamin

Director, Narathiwat Technical College



见证人

工程学院院长

Dr. Yunyong Surut

Dean, Faculty of Engineering

日期:

Date:

盖章:

Official seal:



日期:

Date: 23/11/2021

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