MEMORANDUM OF UNDERSTANDING

ON CO-ESTABLISHING THE NETWORK OF
ASEAN-CHINA ACADEMIC INSTITUTES (NACAI)
THIS MEMORANDUM OF UNDERSTANDING is made on 28 May 2017

BETWEEN

Founding members of the Network of ASEAN-China Academic Institutes (hereinafter referred to as “NACAI”):

Institute of Asian Studies, UNIVERSITI BRUNEI DARUSSALAM, established under the Universiti Brunei Darussalam Act (Cap. 157 of the Laws of Brunei) and having its office at Jalan Tungku Link, Gadong BE1410, Brunei Darussalam (hereinafter referred to as “UBD”) of the first part;

AND

Institute of Humanities and Social Sciences, ROYAL ACADEMY OF CAMBODIA, established under the Royal Decree for re-establishment the Royal Academy of Cambodia in 1999(NS/RDO/1299/220), whose registered address is at Russian Federation Blvd, Kakap Commune, Posenchey District, B.O. Box 531 Phnom Penh, Cambodia (hereinafter referred to as “IHSS”) of the second part;

AND

Center for China’s Relations with Neighboring Countries, FUDAN UNIVERSITY, established in 1905 as Fudan Public School, whose registered address is at 220 Handan Rd., Yangpu District, Shanghai, China (hereinafter referred to as “Fudan”) of the third part;

AND

ASEAN Study Center, UNIVERSITAS INDONESIA, established in 1849 as Dokter-Djawal School, whose registered address is at Kampus Universitas Indonesia Depok, Jawa Barat 16424, Indonesia (hereinafter referred to as “ASC-UI”) of the fourth part;

AND

Asia Research Center, NATIONAL UNIVERSITY OF LAOS, established in 1996 under ministry of education, whose registered address is at Dongdok campus, Vientiane, Lao PDR (hereinafter referred to as “NUOL”) of the fifth part;

AND
UNIVERSITY OF MALAYA, which for the purpose of this MoU is represented by Institute of China Studies, whose registered address is at University of Malaya, 50603 Kuala Lumpur, Malaysia (hereinafter referred to as “UM”) of the sixth part;

AND

Department of International Relations, UNIVERSITY OF YANGON, established in 1920, whose registered address is University Campus, University Avenue Road, Kamayut Township 11041, Yangon, Myanmar (hereinafter referred to as “YU”) of the seventh part;

AND

Asian Center, UNIVERSITY OF THE PHILIPPINES, DILIMAN, the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as “The University of the Philippines Charter of 2008” through its constituent university at Diliman, at Quezon Hall, U.P. Campus, Diliman, Quezon City, 1101, Philippines (hereinafter referred to as “UP”) of the eighth part;

AND

ASEAN Studies Center of CHULALONGKORN UNIVERSITY, acted with the consent of Chulalongkorn University Council at its 734th meeting on Thursday, May 26th, 2011, at the present address, ASEAN Studies Center, 18th Floor, Chaloem Rajakumari 60 (Chamchuri 10) Building, 254, Phyahtai Road, Wang Mai, Pathumwan, Bangkok,10330, Thailand (hereinafter referred to as “ASC-CU”) of the ninth part;

AND

Institute for Southeast Asian Studies, VIETNAM ACADEMY OF SOCIAL SCIENCES, established in 1973, whose registered address is at 8th Floor No. 1 Lieu Giai, Ba Dinh, Hanoi, Vietnam (hereinafter referred to as “ISEAS”) of the tenth part;

(hereinafter referred to singularly as “the Participant” and collectively as “the Participants”).

WHEREAS:

A. The Participants are desirous of entering into this Memorandum of Understanding (hereinafter referred to as “this MOU”) to declare their respective intentions and to establish a basis of cooperation and collaboration as well as working relationship towards promoting studies on ASEAN-China relations as a provider of intellectual support for the comprehensive development of ASEAN-China relations, and enhancing
collaborative innovation among the Participants as a platform of academic exchange and cooperation.

B. The inauguration of ASEAN Economic Community on 31\textsuperscript{st} December 2015 brought new opportunities for the comprehensive development of ASEAN-China relations. Year 2016 marked the 25th anniversary of the ASEAN-China Dialogue Partnership and the year of ASEAN-China Education Exchange.

C. The Center for China’s Relations with Neighboring Countries (CCRNC) at Fudan University invites nine (9) academic institutes of the most influential ones in ASEAN countries to co-establish NACAI as an unofficial academic network for promoting studies on ASEAN-China relations. During the Conference on Synergizing China’s “Belt and Road” Initiative with ASEAN Community Development Strategies over 27\textsuperscript{th} June 2016 and 28\textsuperscript{th} June 2016, the ten (10) potential Participants have discussed the establishment of NACAI.

THE PARTICIPANTS HAVE REACHED THE FOLLOWING UNDERSTANDING:

**PARAGRAPHS 1**

**ACTIVITIES**

1.1. Each Participant will, subject to the laws, rules, regulation and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take the necessary steps to encourage and promote the following activities:

1.1.1. Hold the NACAI international conference annually;
1.1.2. Conduct academic exchange programs; and
1.1.3. Joint academic publication.

**PARAGRAPHS 2**

**OPERATING MECHANISM**

2.1. This MOU will be managed as follows:

2.1.1. Joint Coordination Mechanism

2.1.1.1. Each Participant shall designate a coordinator.

2.1.2. The Chairmanship

2.1.2.1. The Chairmanship shall be normally on the annual rotating basis, in accordance with the alphabetical order of the English names of the
countries in which the Participants reside. The NACAI Chair shall be responsible for organizing the NACAI activities.

2.1.3. The Secretariat

2.1.3.1. Fudan University shall be the permanent secretariat responsible for coordinating the NACAI activities and preserving the NACAI documents.

2.1.4. Decision-making Body

2.1.4.1. A general meeting shall be held at the end of the annual conference as the decision-making body.

2.1.5. Funding

2.1.5.1. Center for China’s Relations with Neighboring Countries at Fudan University will provide support to NACAI from June 2016 to June 2018.

2.1.5.2. NACAI may seek funding support through various channels including the governments, local governments, private enterprises, and the special fund for regional cooperation in Asia.

PARAGRAPH 3

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

3.1. The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules and regulations of the Participants and with their obligations under applicable international agreements to which they are party.

3.2. The use of the name, logo and/or official emblem of any of the Participants on any publications, document and/or paper is prohibited without the prior written approval of relevant Participants.

3.3. Notwithstanding anything in Paragraph 3.1 above, the intellectual property rights in respect of any works, technological developments, and any products and services development, carried out:

3.3.1. jointly by the Participants or research results obtained through the joint activity or effort of the Participants, will be jointly owned by the Participants in accordance with the terms to be jointly decided upon; and
3.3.2. solely and separately by each Participant or the research results was obtained through the sole and separate effort of a Participant, will be solely owned by the respective Participant concerned.

PARAGRAPH 4

CONFIDENTIALITY

4.1. Each Participant decides to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Participants during the period of the implementation of this MOU or any other agreements made pursuant to this MOU.

4.2. Each Participant decide that the provisions of this Paragraph 4 will continue to have effect between the Participants notwithstanding the termination of this MOU.

PARAGRAPH 5

COMMENCEMENT, DURATION AND TERMINATION

5.1. This MOU will commence on the date of signing by the Participants or their authorised representatives ("the Commencement Date") and will remain to be effective for five (5) years from the Commencement Date.

5.2. After this initial five (5)-year period, this MOU will be extended for a further period of five (5) years unless all Participants mutually decide in writing to its termination. All other provisions in this MOU, subject to any revision, amendment and modification thereof, will apply during its continuance.

5.3. Subject to the foregoing provisions, this MOU may be terminated at any time by any Participant, subject to giving at least six (6) months’ prior written notice of such termination to the other Participants from the date of expiry or the proposed date of termination.

5.4. Notwithstanding anything in this Paragraph 5, the provisions of this MOU or of any other written agreement, in respect of any on-going exchange programme and cooperative work under this MOU, will continue to apply until its completion, unless all Participants mutually decide in writing to the earlier termination of the said on-going exchange programme and cooperative work.
PARAGRAPH 6

NOTICES

6.1. Any communication under this MOU will be in writing in the English language and
delivered by registered mail to the address or sent to the electronic mail address or
facsimile number of the Participants, as the case may be, shown below or to such
other address or electronic mail address or facsimile number as each Participant may
have notified the sender.

To UBD:
ASSOCIATE PROFESSOR JEREMY JAMMES
Director
Institute of Asian Studies
Universiti Brunei Darussalam,
Jalan Tungku Link, BE 1410,
Brunei Darussalam.
Email: jeremy.jammes@ubd.edu.bn or jjammes@yahoo.com

To ROYAL ACADEMY OF CAMBODIA:
Dr SOM Somuny
Director General
Institute of Humanities and Social Sciences
Royal Academy of Cambodia
Russian Federation Blvd, Kakap Commune, Posenchey District, B.O. Box 531, Phnom
Penh, Cambodia
Tel:  855 12 856 127
Fax:  855 23 890 180
Email: somunysom@gmail.com

To FUDAN UNIVERSITY:
DR. QI HUAIGAO
Deputy Director
Center for China's Relations with Neighboring Countries,
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Room 307 Wenke Building,
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Fax: +86 21 6564 2939
Email: ccrnc@fudan.edu.cn or huaigaoqi@fudan.edu.cn
To UNIVERSITAS INDONESIA:
DR. EDY PRASETYONO
Director
ASEAN Studies Center,
Faculty of Social and Political Sciences,
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To NATIONAL UNIVERSITY OF LAOS:
Assoc. Prof. Dr. Bouadam SENGKHAMKHOUTLAVONG
Director,
Asia Research Center,
National University of Laos
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Fax: 856-21-770831
Email: bouadam_s@yahoo.com ; bouadam61@gmail.com

To UNIVERSITY OF MALAYA:
PROFESSOR DR. DANNY WONG TZE KEN
Director
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Fax: +603-7956 5114
Email: dannyw@um.edu.my
To UNIVERSITY OF YANGON:
PROFESSOR CHAW CHAW SEIN
Head
Department of International Relations
University of Yangon
Kamayut Township, Yangon, Myanmar
Tel: 951-536088
Fax: 951-527067
Email: dr.chawchawsein@gmail.com

To UNIVERSITY OF THE PHILIPPINES, DILIMAN:
MICHAEL LIM TAN, Ph.D.
Chancellor
2nd Floor, South Wing Quezon Hall, U.P. Campus, Diliman,
Quezon City, 1101, Philippines
Tel: (632) 929-5401
Fax: (632) 928-2863
Email: chancellor.updiliman@up.edu.ph

To CHULALONGKORN UNIVERSITY:
Prof. Emeritus Suthiphand Chirathvat, Ph.D.
Executive Director
ASEAN Studies Center,
18th Floor, Chaloem Rajakumari 60 (Chamchuri 10) Building, 254,
Phyathai Road, Wang Mai, Pathumwan, Bangkok, 10330, Thailand
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To INSTITUTE FOR SOUTHEAST ASIAN STUDIES - VIETNAM ACADEMY OF
SOCIAL SCIENCES:
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8th Floor 1 Lieugiai, Ba Dinh, Hanoi, Vietnam
Tel: +84-4-62730418
Fax: +84-4-62730430
Email: hoangnh.iseas@gmail.com/hoang_iseas@yahoo.com

6.2. Unless otherwise provided herein, any communication under this MOU shall be
deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged.

**PARAGRAPH 7**

**REVISION, MODIFICATION AND AMENDMENT**

7.1. Each Participant may request in writing a revision, modification or amendment of all or any part of this MOU.

7.2. Any revision, modification or amendment accepted by the Participants will be reduced into writing and will form part of this MOU.

7.3. Such revision, modification or amendment will enter into effect on such date as may be determined by the Participants.

7.4. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this MOU before or up to the date of such revision, modification or amendment.

**PARAGRAPH 8**

**SUSPENSION**

8.1. Each Participant 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 MOU which suspension will take effect immediately after notification has been given to the other Participants.

**PARAGRAPH 9**

**SETTLEMENT OF DISPUTES**

9.1. Any difference or dispute arising out of the interpretation, implementation or application of the provisions of this MOU will be settled amicably by mutual consultation or negotiation between the Participants without reference to any third party or international tribunal.

**PARAGRAPH 10**

**NO AGENCY**

10.1. Nothing contained herein is to be constituted a joint venture partnership or formal business organisation of any kind between the Participants or so to constitute each Participant as the agent of the other.
PARAGRAPH 11

EFFECT OF MEMORANDUM OF UNDERSTANDING

11.1. Unless otherwise stated, this MOU does not constitute or create, and will not be deemed to constitute any legally binding or enforceable obligations on the part of each Participant unless and until an agreement regarding each objective is negotiated, approved, executed and delivered by the Participants.

SIGNED at Fudan University, Shanghai China on 28 May 2017, all texts being equally authentic, by the authorized signatories on behalf of the Participants.

For and on behalf of
INSTITUTE OF ASIAN STUDIES
UNIVERSITI BRUNEI DARUSSALAM
Assoc. Prof. Jeremy Jammes
Director
Institute of Asian Studies
Universiti Brunei Darussalam

[Signature]

For and on behalf of
ROYAL ACADEMY OF CAMBODIA
Dr SOM Somuny
Institute of Humanities and Social Sciences
Royal Academy of Cambodia

[Signature]

For and on behalf of
CENTER FOR CHINA'S RELATIONS WITH NEIGHBORING COUNTRIES
FUDAN UNIVERSITY
Prof. Shi Yuanhua
Director
Center for China’s Relations with Neighboring Countries
Fudan University
For and on behalf of
ASEAN STUDY CENTER
UNIVERSITAS INDONESIA
Dr. Ali Abdullah Wibisono
Deputy Director
ASEAN Study Center
Universitas Indonesia

For and on behalf of
ASIA RESEARCH CENTER
NATIONAL UNIVERSITY OF LAOS
Dr. Bouadom Sengkhamkhoutlavong
Associate Professor
Asia Research Center
National University of Laos

For and on behalf of
INSTITUTE OF CHINA STUDIES
UNIVERSITY OF MALAYA
Prof. Dr. Danny Wong Tze Ken
Director
Institute of China Studies
University of Malaya

For and on behalf of
DEPARTMENT OF INTERNATIONAL RELATIONS
UNIVERSITY OF YANGON
Prof. Chaw Chaw Sein
Head
Department of International Relations
University of Yangon
For and on behalf of

ASIAN CENTER
UNIVERSITY OF THE PHILIPPINES, DILIMAN
Dr. Michael L. Tan
Chancellor
University of the Philippines, Diliman

For and on behalf of

ASEAN STUDIES CENTER
CHULALONGKORN UNIVERSITY
Prof. Emeritus Suthiphand Chirathvat, Ph.D.
Executive Director
ASEAN Studies Center
Chulalongkorn University

For and on behalf of

INSTITUTE FOR SOUTHEAST ASIAN STUDIES
VIETNAM ACADEMY OF SOCIAL SCIENCES
Assoc. Prof. Dr. Nguyen Huy Hoang
Director General
Institute for Southeast Asian Studies
Vietnam Academy of Social Sciences