



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SOUTHEAST ASIAN MINISTERS OF EDUCATION ORGANIZATION  
AND  
ASEAN-CHINA CENTRE**

This Memorandum of Understanding (hereinafter referred to as the “MOU”) is made by and between, the Southeast Asian Ministers of Education Organization with its Secretariat at 920 Sukhumvit Road, Bangkok 10110, Thailand (hereinafter referred to as “SEAMEO”), and ASEAN-China Centre, with its headquarters at No. 43 Liangmaqiao Road, Chaoyang District, Beijing 100600, China (hereinafter referred to as “ACC”).

WITNESSETH THAT:

WHEREAS, SEAMEO is a chartered international organization whose purpose is to promote cooperation in education, science and culture through its specialized institutions in the Southeast Asian region;

WHEREAS, ACC is an inter-governmental, international organization established by China and 10 ASEAN member countries and whose purpose is to promote cooperation in trade, investment, tourism, education and culture between ASEAN member countries and China;

WHEREAS, SEAMEO and ACC share the common goal of promoting cooperation in education and culture and other related fields; and enhancing regional understanding through establishment of network and partnerships as well as cultural and educational exchanges.

In consideration of the above premises and covenants hereunder provided, SEAMEO and ACC (hereinafter also referred to as “the Parties”) agree as follows:

**I. Purpose and Scope**

This MOU shall provide a general framework for the cooperation between the Parties. The cooperation activities between the Parties shall be in matters of common interest and in accordance with the Parties’ respective mandates.

It is understood that the cooperation under this MOU is non-exclusive and should be flexible to take account of operating conditions and needs of the stakeholders both parties serve. In doing so the Parties recognize the expertise of each other; seek to establish an operational framework and practical modalities for their cooperation which will focus on development issues related to education and culture that would include:

1. Develop a coordination mechanism that will facilitate and promote collaboration, networking and exchanges between and among SEAMEO Regional Centres and education institutions in Southeast Asia/ASEAN and China;
2. Facilitating cooperation in identifying, designing and, as appropriate, supporting or implementing technical and academic activities; and various joint research efforts on education and culture among academia, industries and research institutions, which may include SEAMEO Centres and education institutions in China;
3. Co-organizing education expositions, forums, seminars, conferences and other knowledge colloquia to diffuse and expand theoretical and practical knowledge to learners, educators, officials and other groups on various development and policy issues relating to education and culture in Southeast Asia/ASEAN and China;
4. Identifying and facilitating a mechanism to promote exchanges of policy makers, administrators, teachers and students between Southeast Asia/ASEAN and China;
5. Establishing a platform to showcase and promote the education and culture of Southeast Asia/ASEAN and China;
6. Sharing of knowledge, relevant information and documentation, studies, research and best practices in both parties;
7. Cooperation in areas other than education and culture, that is consistent with the mission and objectives of both parties.

## **II. General Responsibilities**

The Parties undertake to work together, in the spirit of friendship and good faith, to fulfill the objectives and aspiration described in this MOU. A separate letter of agreement shall be attached, enumerating detailed responsibilities of the Parties for any particular undertaking jointly implemented, wherein objectives, implementation, and budget arrangement shall be specified.

The Parties will share, consistent with their policies on confidentiality and disclosure of information, with each other all relevant information and documents, including research, reports and any other information related to the activities, outputs and impacts of the cooperation.

The Parties agree to annually review the collaboration activities within the framework of this MOU.

### **III. Intellectual Property Rights**

Matters related to intellectual property rights of each of the Parties, if considered necessary, shall be addressed separately in the agreement to be made for each collaboration activity as set out under provision II. General Responsibilities.

### **IV. Settlement of Disputes**

The Parties shall consult with each other and attempt to resolve disputes or misunderstandings that may arise in the administration of this MOU or any subsequent associated agreement in good faith.

### **V. Other Matters**

Matters not described in this MOU, or any matters that require further clarification, shall be addressed through discussion and negotiation by the authorized representatives and shall be agreed in writing between the Parties.

Each Party shall consult with and obtain the approval of the other Party to use the other Party's name, the names of the other Party's officials, and emblem/logo for the activities under this MOU, and dissemination of results, on a case-by-case basis.

### **VI. Entry into Force, Amendments and Termination**

This MOU takes effect upon signing by the authorized representatives of both parties, and remains in force for a period of 3 (three) years, from the date of signing, subject to amendment any time by mutual consent. The said agreement shall be extended for an additional period of 2 (two) years at each expiration date, unless either party gives written notice to terminate the agreement at least 6 (six) months prior to the expiration date. Extension of the MOU shall depend on the result of review as set out under provision II. General Responsibilities.

The amendment, termination, and expiration of this MOU shall not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed upon between the Parties.

IN WITNESS WHEREOF, the authorized representatives of SEAMEO and ACC hereto affix their signatures on \_\_\_\_\_(date).

**For Southeast Asian Ministers of Education**

**For ASEAN China Centre**

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Witaya Jeradechakul  
Secretariat Director

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Ma Mingqiang  
Secretary-General