BẢN GHI NHỚ
GIỮA
CHÍNH PHỦ NƯỚC CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
VÀ
CHÍNH PHỦ VƯƠNG QUỐC THÁI LAN
VỀ
HỢP TÁC TRONG LĨNH VỰC GIÁO DỤC

CHÍNH PHỦ NƯỚC CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM và **CHÍNH PHỦ VƯƠNG QUỐC THÁI LAN** (sau đây được gọi riêng là "Bên" và gọi chung là "hai Bên");

XÉT RẰNG hai Bên đã thực hiện thành công Bản Ghi nhớ về hợp tác giáo dục giữa Bộ Giáo dục và Đào tạo nước Cộng hòa xã hội chủ nghĩa Việt Nam và Bộ Giáo dục Vương quốc Thái Lan ký ngày 20 tháng 02 năm 2004 ("Bản Ghi nhớ năm 2004"), và nay hai Bên có ý định tiếp tục hợp tác về giáo dục;

GHI NHẬN mối quan hệ hữu nghị hiện có giữa hai nước;

MONG MUỐN tăng cường và phát triển hơn nữa quan hệ hợp tác giữa hai nước trong lĩnh vực giáo dục;

NHẬN THỨC được sự cần thiết của quan hệ hợp tác lâu dài và hiệu quả vì lợi ích của hai quốc gia; và

TIN TƯỞNG rằng quan hệ hợp tác này sẽ phục vụ cho lợi ích chung và góp phần thúc đẩy phát triển giáo dục và xã hội của hai quốc gia,

ĐÃ THỎA THUẬN như sau:

ĐIỀU 1
MỤC TIÊU

Hai Bên, phụ thuộc vào các điều khoản của Bản Ghi nhớ này, thỏa thuận tăng cường, thúc đẩy và phát triển hợp tác trong lĩnh vực giáo dục giữa hai Bên trên cơ sở bình đẳng và cùng có lợi.

ĐIỀU 2
NGUYÊN TẮC HỢP TÁC

Các hoạt động hợp tác trong khuôn khổ Bản Ghi nhớ này phải phù hợp với các luật và quy định của hai Bên và các điều ước quốc tế mà hai Bên là thành viên.

ĐIỀU 3
LĨNH VỰC HỢP TÁC

Mỗi Bên thực hiện các bước cần thiết để khuyến khích và thúc đẩy hợp tác trong các lĩnh vực sau:

1. Tạo điều kiện thúc đẩy các chương trình trao đổi nhân viên, giáo viên, chuyên gia và học sinh;

2. Thúc đẩy liên kết giữa các cơ sở giáo dục;

3. Tạo điều kiện đào tạo, bồi dưỡng giáo viên và cán bộ quản lý giáo dục;

4. Thúc đẩy các hoạt động phát triển lãnh đạo và quản lý giáo dục, thiết kế và xây dựng chương trình;

5. Hỗ trợ trong việc trao đổi thông tin về xác thực văn bằng;

6. Tăng cường việc giảng dạy tiếng Thái tại Việt Nam và tiếng Việt tại Thái Lan, và

7. Mọi lĩnh vực hợp tác khác phù hợp với mục tiêu nêu tại Điều 1 của Bản Ghi nhớ này do hai Bên cùng thỏa thuận.

ĐIỀU 4
HÌNH THỨC HỢP TÁC

Các hoạt động hợp tác trong khuôn khổ Bản Ghi nhớ này được thực hiện dưới các hình thức sau:

1. Các chương trình trao đổi giữa các nhà lãnh đạo giáo dục, quan chức cấp cao, chuyên gia, giáo viên, cán bộ quản lý và học sinh;

2. Trao đổi học liệu, xuất bản phẩm, giáo cụ và thông tin giáo dục;

3. Các cuộc họp, tập huấn, triển lãm, hội nghị, hội thảo, tham quan học tập, các cuộc thi, trại hè, học bổng hoặc tài trợ; và

4. Mọi hình thức hợp tác giáo dục khác phù hợp với mục tiêu nêu tại Điều 1 của Bản Ghi nhớ này do hai Bên cùng thỏa thuận.

ĐIỀU 5
CƠ QUAN THỰC HIỆN

Bộ Giáo dục và Đào tạo Việt Nam thay mặt cho Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Bộ Giáo dục Thái Lan thay mặt cho Chính phủ Vương quốc Thái Lan chịu trách nhiệm thực hiện Bản Ghi nhớ này.

ĐIỀU 6
NHÓM CÔNG TÁC CHUNG

1. Hai Bên sẽ thành lập Nhóm Công tác Chung Việt Nam – Thái Lan (sau đây gọi tắt là "Nhóm Công tác Chung").

2. Nhóm Công tác Chung có nhiệm vụ:

a) xem xét các phương pháp và biện pháp để thúc đẩy mục tiêu nêu

trên và bảo đảm việc điều phối và thực hiện phù hợp các quyết định và/hoặc khuyến nghị của mình;

b) đánh giá tiến độ thực hiện tất cả các thỏa thuận giữa hai nước trong khuôn khổ Bản Ghi nhớ này; và

c) tiến hành các bước cần thiết để bảo đảm các thỏa thuận được thực thi một cách tích cực và nhanh chóng.

3. Nhóm Công tác Chung này sẽ do một Thứ trưởng của Bộ Giáo dục và Đào tạo Việt Nam hoặc bất kỳ một quan chức cấp cao nào do Bộ Giáo dục và Đào tạo Việt Nam chỉ định thay mặt cho Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Tổng thư ký của Bộ Giáo dục Thái Lan hoặc bất kỳ một quan chức cấp cao nào do Bộ Giáo dục Thái Lan chỉ định thay mặt cho Chính phủ Vương quốc Thái Lan đồng chủ trì với sự tham gia của các cơ quan chính phủ có liên quan phù hợp của hai Bên.

4. Nhóm Công tác Chung sẽ họp luân phiên hai (2) năm một lần hoặc khi cần thiết theo yêu cầu của một trong hai Bên tại Việt Nam và Thái Lan.

5. Nhóm Công tác Chung tổ chức họp vào thời gian thuận tiện do hai Bên thỏa thuận.

6. Thành phần và cơ chế làm việc của Nhóm Công tác Chung sẽ do hai Bên cùng quyết định.

7. Các quyết định và kết luận khác của Nhóm Công tác Chung sẽ được thể hiện trong Biên bản họp và phù hợp với nội dung của Bản Ghi nhớ này. Hai Bên sẽ tiến hành các bước cần thiết để thực hiện những quyết định và kết luận này.

ĐIỀU 7

THỎA THUẬN TÀI CHÍNH

1. Các thỏa thuận về tài chính để chi trả cho các hoạt động hợp tác trong khuôn khổ của Bản Ghi nhớ này sẽ được hai Bên cùng thoả thuận phù hợp với các quy tắc, quy định và khả năng tài chính sẵn có của mỗi Bên.

2. Không phụ thuộc vào bất kỳ quy định nào tại khoản 1 ở trên, chi phí tổ chức các cuộc họp Nhóm Công tác Chung sẽ do Bên chủ nhà chi trả. Bên cử đại diện tham gia các cuộc họp của Nhóm Công tác Chung, nếu có, sẽ tự chịu các chi phí đi lại và sinh hoạt.

ĐIỀU 8

THAM GIA CỦA BÊN THỨ BA

Mỗi Bên đều có thể mời một bên thứ ba tham gia vào các hoạt động hoặc các chương trình chung trong khuôn khổ Bản Ghi nhớ này khi được Bên kia đồng ý. Khi thực hiện các hoạt động hoặc chương trình chung này, hai Bên phải bảo đảm rằng bên thứ ba tham gia cũng phải tuân thủ những quy định của Bản Ghi nhớ này.

ĐIỀU 9

BẢO VỆ QUYỀN SỞ HỮU TRÍ TUỆ

1. Nghiêm cấm việc sử dụng tên, biểu tượng và/hoặc quốc huy của bất kỳ Bên nào trên bất kỳ ấn phẩm, tài liệu và/hoặc công trình nghiên cứu nào khi chưa được Bên kia đồng ý trước bằng văn bản.

2. Không phụ thuộc vào bất kỳ quy định nào tại khoản 1 ở trên, quyền sở hữu trí tuệ đối với bất kỳ sự phát triển công nghệ, sản phẩm và phát triển dịch vụ nào khi được thực hiện:

a) chung giữa hai Bên hoặc các kết quả nghiên cứu có được qua các

hoạt động chung thì sẽ được hai Bên đồng sở hữu phù hợp với các điều kiện do hai Bên cùng thỏa thuận, và

b) riêng và độc lập bởi một Bên hoặc các kết quả nghiên cứu có được bằng các hoạt động riêng và độc lập của một Bên thì sẽ thuộc sở hữu riêng của Bên có liên quan.

ĐIỀU 10
BẢO MẬT

1. Mỗi Bên cam kết sẽ bảo mật các tài liệu, thông tin và các dữ liệu nhận được hoặc do Bên kia cung cấp trong thời gian thực hiện Bản Ghi nhớ này hay bất kỳ thỏa thuận nào khác đạt được theo Bản Ghi nhớ này.

2. Hai Bên thỏa thuận rằng quy định của Điều này sẽ tiếp tục có hiệu lực ràng buộc hai Bên không phụ thuộc vào việc chấm dứt hiệu lực của Bản Ghi nhớ này.

ĐIỀU 11
TẠM DỪNG

Vì lý do an ninh quốc gia, lợi ích quốc gia, trật tự xã hội hoặc y tế công cộng của mỗi Bên, mỗi Bên đều có quyền tạm dừng việc thực hiện toàn bộ hoặc một phần Bản Ghi nhớ này và việc tạm dừng thực hiện đó sẽ có hiệu lực ngay lập tức sau khi đã thông báo bằng văn bản cho Bên kia biết thông qua đường ngoại giao.

ĐIỀU 12
ĐIỀU CHỈNH, SỬA ĐỔI VÀ BỔ SUNG

1. Mỗi Bên có thể yêu cầu bằng văn bản đề nghị điều chỉnh, sửa đổi và bổ sung tất cả hoặc một phần bất kỳ của Bản Ghi nhớ này.

2. Mọi điều chỉnh, sửa đổi và bổ sung được hai Bên đồng ý sẽ được lập thành văn bản và sẽ là một phần không tách rời của Bản Ghi nhớ này.

3. Hai Bên sẽ quyết định thời gian có hiệu lực của những điều chỉnh, sửa đổi và bổ sung đó.

4. Trừ khi hai Bên có quyết định khác, mọi điều chỉnh, sửa đổi và bổ sung đều không ảnh hưởng đến việc thực hiện các hoạt động hoặc chương trình đang được triển khai và đã được hai Bên thỏa thuận vào trước ngày có những điều chỉnh, sửa đổi hoặc bổ sung đó.

ĐIỀU 13
GIẢI QUYẾT TRANH CHẤP

Mọi bất đồng hoặc tranh chấp giữa hai Bên liên quan đến việc diễn giải và/hoặc thực hiện và/hoặc áp dụng bất kỳ điều khoản nào trong Bản Ghi nhớ này sẽ được giải quyết hữu nghị thông qua tham vấn và/hoặc đàm phán giữa hai Bên qua đường ngoại giao và không cần đến bất kỳ bên thứ ba hoặc tòa quốc tế nào.

ĐIỀU 14
HIỆU LỰC, THỜI HẠN VÀ CHẤM DỨT

1. Bản Ghi nhớ này có hiệu lực kể từ ngày Bên cuối cùng ký và có giá trị trong thời gian năm (5) năm.

2. Bản Ghi nhớ này sẽ được tự động gia hạn cho một khoảng thời gian năm (5) năm tiếp theo sau khi hết hạn.

3. Không phụ thuộc vào quy định tại Điều này, mỗi Bên đều có thể chấm dứt Bản Ghi nhớ này bằng một văn bản thông báo cho Bên kia biết qua đường ngoại giao ít nhất là ba (3) tháng trước thời điểm có ý định chấm dứt.

4. Việc chấm dứt Bản Ghi nhớ này sẽ không ảnh hưởng đến việc

thực hiện các hoạt động và/hoặc các chương trình đã được thoả thuận trước ngày chấm dứt Bản Ghi nhớ này.

ĐỂ LÀM BẰNG, những người ký tên dưới đây, đã được các Chính phủ của mỗi nước ủy quyền hợp pháp, đã ký Bản Ghi nhớ này.

KÝ thành hai (2) bản chính, mỗi bản bằng tiếng Việt, tiếng Thái và tiếng Anh, các văn bản có giá trị như nhau. Trường hợp có sự khác biệt giữa các văn bản thì sẽ dùng bản tiếng Anh làm căn cứ.

THAY MẶT CHÍNH PHỦ **NƯỚC CHXHCN VIỆT NAM**	**THAY MẶT CHÍNH PHỦ** **VƯƠNG QUỐC THÁI LAN**
Phùng Xuân Nhạ **Bộ trưởng Bộ Giáo dục và Đào tạo**	**Natapho! Teepsuwan** **Bộ trưởng Bộ Giáo dục**
Ký tại Hà Nội ngày 5 tháng 12 năm 2020	Ký tại Băng-cốc ngày 30 tháng 12 năm 2020

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

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM and **THE GOVERNMENT OF THE KINGDOM OF THAILAND** (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 and Training of the Socialist Republic of Viet Nam and the Ministry of Education of the Kingdom of Thailand 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 Thai Language in Viet Nam and teaching Vietnamese Language in Thailand; and
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 Socialist Republic of Viet Nam shall be the Ministry of Education and Training of Viet Nam and on behalf of the Government of the Kingdom of Thailand shall be the Ministry of Education of Thailand.

ARTICLE 6
JOINT WORKING GROUP

1. The Parties shall establish a Viet Nam - Thailand 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 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 and 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, 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 Viet Nam and Thailand.

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 Vietnamese, Thai 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 S.R.VIET NAM

Phung Xuan Nha
Minister of Education and Training

DONE at Hanoi
on 5 of December in 2020

FOR THE GOVERNMENT OF THE KINGDOM OF THAILAND

Nataphol Teepsuwan
Minister of Education

DONE at Bangkok
on 30 of December in 2020

บันทึกความเข้าใจว่าด้วยความร่วมมือด้านการศึกษา
ระหว่างรัฐบาลแห่งสาธารณรัฐสังคมนิยมเวียดนาม
กับรัฐบาลแห่งราชอาณาจักรไทย

รัฐบาลแห่งสาธารณรัฐสังคมนิยมเวียดนาม และรัฐบาลแห่งราชอาณาจักรไทย (ซึ่งต่อไปนี้จะเรียกว่า "คู่ภาคี")

เนื่องด้วย รัฐบาลแห่งสาธารณรัฐสังคมนิยมเวียดนามและรัฐบาลแห่งราชอาณาจักรไทย ได้ประสบความสำเร็จในการดำเนินการตามบันทึกความเข้าใจว่าด้วยความร่วมมือด้านการศึกษาระหว่างกระทรวงศึกษาธิการและฝึกอบรมแห่งสาธารณรัฐสังคมนิยมเวียดนามและกระทรวงศึกษาธิการแห่งราชอาณาจักรไทย ซึ่งลงนามเมื่อวันที่ ๒๐ กุมภาพันธ์ พ.ศ. ๒๕๔๗ และคู่ภาคีประสงค์จะดำเนินความร่วมมือด้านการศึกษาต่อไปภายใต้ผ่านบันทึกความเข้าใจฉบับนี้

ตระหนักถึง สัมพันธไมตรีระหว่างสองประเทศ

ปรารถนา ที่จะเสริมสร้างและขยายความร่วมมือด้านการศึกษาระหว่างสองประเทศ

เชื่อมั่น ในความสำคัญของความร่วมมือที่มีประสิทธิภาพและยั่งยืน อันก่อให้เกิดประโยชน์แก่ทั้งสองประเทศ และ

เชื่อว่า ความร่วมมือดังกล่าวจะก่อให้เกิดประโยชน์ส่วนรวมและสนับสนุนการพัฒนาด้านการศึกษาและสังคมของทั้งสองประเทศ

ได้ตกลงร่วมกัน ดังนี้

ข้อ ๑

วัตถุประสงค์

คู่ภาคีตกลงที่จะเสริมสร้าง สนับสนุน และพัฒนาความร่วมมือร่วมกันด้านการศึกษาบนพื้นฐานของความเท่าเทียมและผลประโยชน์ร่วมกัน

ข้อที่ ๒

หลักความร่วมมือ

กิจกรรมความร่วมมือภายใต้บันทึกความเข้าใจฉบับนี้ จะต้องสอดคล้องกับกฎหมายและระเบียบที่เกี่ยวข้องของคู่ภาคีแต่ละฝ่าย ตลอดจนข้อตกลงระหว่างประเทศที่มีอยู่ของทั้งสองฝ่าย

ข้อที่ ๓

ขอบเขตความร่วมมือ

ประเทศภาคีจะดำเนินการตามขั้นตอนเพื่อส่งเสริมความร่วมมือด้านวิชาการในขอบเขตต่าง ๆ ดังนี้ :

๑. อำนวยความสะดวกในโครงการแลกเปลี่ยนให้แก่เจ้าหน้าที่ทางการศึกษา ครู ผู้เชี่ยวชาญ และนักเรียน;

๒. ส่งเสริมการเชื่อมโยงของโรงเรียนและสถาบัน

๓. อำนวยความสะดวกในการฝึกอบรมครูและเจ้าหน้าที่/บุคลากรทางการศึกษา

๔. อำนวยความสะดวกในการจัดการศึกษาและพัฒนาภาวะผู้นำ การออกแบบและพัฒนาหลักสูตร

๕. สนับสนุนการแลกเปลี่ยนข้อมูลเกี่ยวกับการตรวจสอบวุฒิการศึกษา

๖. อำนวยความสะดวกในการสอนภาษาไทยในเวียดนามและการสอนภาษาเวียดนามในประเทศไทย และ

๗. ขอบเขตความร่วมมืออื่น ๆ ที่สอดคล้องกับวัตถุประสงค์ของบันทึกความเข้าใจฉบับนี้ตามที่กำหนดไว้ในข้อ ๑ ซึ่งคู่ภาคีได้ตกลงร่วมกัน

ข้อที่ ๔

รูปแบบความร่วมมือ

กิจกรรมความร่วมมือภายใต้บันทึกความเข้าใจฉบับนี้จะเป็นตามลำดับดังนี้ :

๑. โครงการแลกเปลี่ยนระหว่างผู้นำทางการศึกษา เจ้าหน้าที่ระดับสูง ผู้เชี่ยวชาญ ผู้บริหาร ครู และนักเรียน

๒. การแลกเปลี่ยนวัสดุอุปกรณ์ทางการศึกษา สิ่งพิมพ์ สื่อการสอนและข้อมูลทางการศึกษา

๓. การประชุม, การประชุมเชิงปฏิบัติการ, การจัดนิทรรศการ, การสัมมนา, การศึกษาดูงาน, การแข่งขัน, ค่าย, ทุนการศึกษาหรือการสนับสนุน; และ

๔. รูปแบบอื่นๆ ที่มีความสอดคล้องกับวัตถุประสงค์ของบันทึกความเข้าใจฉบับนี้ ตามที่กำหนดไว้ในข้อ ๑ ซึ่งคู่ภาคีได้ตกลงร่วมกัน

ข้อที่ ๕

ผู้รับผิดชอบ

ผู้ที่มีหน้าที่รับผิดชอบการดำเนินการตามบันทึกความเข้าใจฉบับนี้ ในนามของรัฐบาลไทย ได้แก่ กระทรวงศึกษาธิการแห่งราชอาณาจักรไทย และในนามของรัฐบาลแห่งสาธารณรัฐสังคมนิยมเวียดนาม ได้แก่ กระทรวงศึกษาธิการและฝึกอบรมเวียดนาม

ข้อที่ ๖

คณะทำงานร่วม

๑. คู่ภาคีจะจัดตั้งคณะทำงานร่วมไทย – เวียดนาม (ต่อไปนี้จะเรียกว่า "คณะทำงานร่วม")

๒. คณะทำงานร่วมจะ:

ก) พิจารณาแนวทางการดำเนินงานเพื่อส่งเสริมวัตถุประสงค์ข้างต้น และรับรองว่ามีการดำเนินการและความร่วมมือที่เหมาะสมตามมติและ/หรือข้อเสนอแนะของคณะทำงาน

ข) ทบทวนความก้าวหน้าของการดำเนินการตามข้อตกลงทั้งหมดภายใต้กรอบบันทึกความเข้าใจฉบับนี้ของทั้งสองประเทศ; และ

ค) ให้ความสำคัญกับการดำเนินงานตามบันทึกความเข้าใจอย่างรวดเร็ว

๓. คณะทำงานร่วมในนามของรัฐบาลไทยแห่งราชอาณาจักรไทยจะมีปลัดกระทรวงศึกษาธิการ หรือเจ้าหน้าที่ระดับอาวุโสที่ได้รับการแต่งตั้งจากกระทรวงศึกษาธิการแห่งราชอาณาจักรไทย และในนามของรัฐบาลสาธารณรัฐสังคมนิยมเวียดนามจะมีรัฐมนตรีช่วยว่าการกระทรวงศึกษาธิการและฝึกอบรมเวียดนาม หรือเจ้าหน้าที่อาวุโสที่ได้รับการแต่งตั้งจากกระทรวงศึกษาธิการและฝึกอบรมเวียดนาม จะร่วมกันเป็นประธานคณะทำงานร่วม และมีผู้เข้าร่วมจากหน่วยงานที่เกี่ยวข้องของคู่ภาคีตามความเหมาะสม

๔. คณะทำงานร่วมจะจัดประชุมอย่างน้อย ๑ ครั้งใน ๒ ปี หรือเมื่อใดก็ตามที่มีความจำเป็นโดยสลับกันที่ไทยหรือเวียดนาม

๕. คณะทำงานร่วมจะประชุม ณ วันที่สะดวกและได้ตกลงร่วมกันโดยคู่ภาคี

๖. องค์ประกอบและขั้นตอนของคณะทำงานร่วมจะต้องได้รับการเห็นชอบร่วมกันโดยคู่ภาคี

๗. การตัดสินใจและข้อสรุปอื่น ๆ ของคณะทำงานร่วม จะต้องเป็นไปอย่างเหมาะสมกับบันทึกความเข้าใจฉบับนี้และสะท้อนถึงผลการประชุมคณะทำงานร่วม ซึ่งคู่ภาคีจะดำเนินการตามมติและผลสรุปของที่ประชุมอย่างเหมาะสม

ข้อที่ ๗
ข้อตกลงทางการเงิน

๑. ข้อตกลงทางการเงินที่ครอบคลุมค่าใช้จ่ายสำหรับกิจกรรมความร่วมมือภายใต้กรอบบันทึกความเข้าใจฉบับนี้ จะต้องได้รับความเห็นชอบร่วมกันจากคู่ภาคีภายใต้กฎ ระเบียบ และความพร้อมของเงินทุน

๒. อย่างไรก็ตามที่กำหนดไว้ในย่อหน้าที่ ๑ ค่าใช้จ่ายในการจัดประชุมคณะทำงานร่วมจะเป็นความรับผิดชอบของประเทศภาคีที่เป็นเจ้าภาพจัดการประชุม สำหรับประเทศภาคีที่ส่งผู้แทนเข้าร่วมการประชุมของคณะทำงานร่วม (ถ้ามี) จะรับผิดชอบค่าเดินทางและค่าใช้จ่ายของตนเอง

ข้อที่ ๘
การมีส่วนร่วมของภาคีที่สาม

ภาคีฝ่ายใดฝ่ายหนึ่ง อาจเชิญภาคีที่สามเข้าร่วมกิจกรรมหรือโครงการที่ดำเนินการภายใต้บันทึกความเข้าใจฉบับนี้ตามข้อตกลงของภาคีอีกฝ่ายหนึ่ง ในการดำเนินกิจกรรมหรือโครงการร่วมดังกล่าว คู่ภาคีจะต้องรับรองว่าภาคีที่สามจะปฏิบัติตามบทบัญญัติของบันทึกความเข้าใจฉบับนี้

ข้อที่ ๙
การคุ้มครองสิทธิในทรัพย์สินทางปัญญา

๑. ห้ามใช้ชื่อ ตราประทับ และ/หรือตราสัญลักษณ์ที่เป็นทางการของคู่ภาคีในสิ่งพิมพ์ และ/หรือเอกสารใด ๆ ที่ไม่ได้รับความยินยอมเป็นลายลักษณ์อักษรล่วงหน้าจากภาคีอีกฝ่ายหนึ่ง

๒. อย่างไรก็ตามที่กำหนดไว้ในย่อหน้าที่ ๑ สิทธิในทรัพย์สินทางปัญญาในส่วนที่เกี่ยวกับการพัฒนาเทคโนโลยี ผลิตภัณฑ์และการพัฒนาการบริการใด ๆ ที่ดำเนินการ:

ก) ร่วมกันโดยคู่ภาคีหรือผลการวิจัยร่วมกันของคู่ภาคี จะต้องเป็นเจ้าของร่วมกันตามเงื่อนไขที่ตกลงร่วมกัน และ

ข) แยกกันโดยภาคีหรือผลการวิจัยที่เป็นของภาคีเดียว จะต้องเป็นเจ้าของโดยภาคีที่เกี่ยวข้องฝ่ายเดียว

ข้อที่ ๑๐

การรักษาความลับ

๑. ภาคีแต่ละฝ่ายจะดำเนินการเพื่อรักษาความลับและความลับของเอกสาร สารสนเทศ และข้อมูลอื่น ๆ ที่ได้รับจากหรือให้แก่ภาคีอีกฝ่ายในระหว่างการดำเนินการตามบันทึกความเข้าใจฉบับนี้ หรือข้อตกลงอื่นใดที่จัดทำขึ้นตามบันทึกความเข้าใจฉบับนี้

๒. คู่ภาคีเห็นชอบว่าบทบัญญัติของข้อนี้จะคงอยู่ต่อไปเมื่อพ้นระยะเวลาหรือสิ้นสุดของบันทึกความเข้าใจฉบับนี้

ข้อที่ ๑๑

การระงับชั่วคราว

ภาคีแต่ละฝ่ายสงวนไว้ซึ่งสิทธิ์ที่จะระงับการปฏิบัติตามบันทึกความเข้าใจฉบับนี้ชั่วคราว ไม่ว่าทั้งหมดหรือบางส่วน ด้วยเหตุผลด้านความมั่นคงของชาติ ผลประโยชน์แห่งชาติ ความสงบเรียบร้อยของประชาชน หรือการสาธารณสุข การระงับการดำเนินการตามบันทึกความเข้าใจฉบับนี้ จะมีผลบังคับใช้ในทันทีภายหลังจากที่มีการแจ้งเป็นลายลักษณ์อักษรให้ภาคีอีกฝ่ายหนึ่งทราบตามช่องทางการทูต

ข้อที่ ๑๒

การเปลี่ยนแปลงแก้ไข

๑. ภาคีฝ่ายใดฝ่ายหนึ่งอาจร้องขอเป็นลายลักษณ์อักษรในการแก้ไขเปลี่ยนแปลงหรือการแก้ไขทั้งหมดหรือส่วนหนึ่งส่วนใดของบันทึกความเข้าใจฉบับนี้

๒. การแก้ไขเปลี่ยนแปลงหรือแก้ไขใด ๆ ที่คู่ภาคีตกลงจะปรับปรุงเป็นลายลักษณ์อักษรและเป็นส่วนหนึ่งของบันทึกความเข้าใจฉบับนี้

๓. การแก้ไขเปลี่ยนแปลง หรือการแก้ไขดังกล่าวจะมีผลบังคับใช้ ณ วันที่ตกลงโดยคู่ภาคี

๔. การตัดสินใจโดยคู่ภาคีที่จะแก้ไขเปลี่ยนแปลง หรือแก้ไขใด ๆ จะไม่ส่งผลกระทบต่อกิจกรรมที่กำลังดำเนินการหรือโครงการที่มีการตกลงร่วมกันโดยคู่ภาคีในช่วงเวลาก่อนหน้านี้หรือจนถึงวันที่มีการแก้ไขเปลี่ยนแปลงข้อแก้ไขดังกล่าว

ข้อที่ ๑๓

การระงับข้อพิพาท

ข้อแตกต่างหรือข้อพิพาทระหว่างคู่ภาคีเกี่ยวกับการตีความ และ/หรือการปฏิบัติตาม และ/หรือการใช้บทบัญญัติใด ๆ ของบันทึกความเข้าใจฉบับนี้ ให้ระงับอย่างฉันมิตรด้วยการหารือร่วมกัน และ/หรือการเจรจาระหว่างคู่ภาคีโดยผ่านช่องทางการทูต โดยไม่อาศัยบุคคลที่สามหรือศาลระหว่างประเทศ

ข้อ ๑๔

การบังคับใช้ ระยะเวลา และการสิ้นสุด

๑. บันทึกความเข้าใจฉบับนี้จะมีผลบังคับใช้ในวันที่ซึ่งฝ่ายสุดท้ายลงนามและจะมีผลบังคับใช้เป็นระยะเวลา ๕ ปี

๒. มีการต่ออายุ ๕ ปีโดยอัตโนมัติ

๓. เว้นแต่ภาคีฝ่ายใดฝ่ายหนึ่งอาจยกเลิกบันทึกความเข้าใจฉบับนี้โดยแจ้งให้ภาคีอีกฝ่ายทราบถึงเจตนาที่จะยุติบันทึกความเข้าใจฉบับนี้เป็นลายลักษณ์อักษรผ่านช่องทางการทูตอย่างน้อย ๓ เดือนก่อนวันที่ประสงค์จะให้บันทึกความเข้าใจฉบับนี้สิ้นสุดลง

๔. การสิ้นสุดบันทึกความเข้าใจฉบับนี้จะไม่กระทบต่อการดำเนินกิจกรรม และ/หรือโครงการที่กำลังดำเนินอยู่ซึ่งได้มีการตกลงไว้ก่อนวันสิ้นสุดของบันทึกความเข้าใจฉบับนี้

เพื่อเป็นพยานหลักฐานแก่การนี้ ผู้ลงนามด้านล่างซึ่งได้รับมอบอำนาจโดยถูกต้องจากรัฐบาลของแต่ละประเทศได้ลงนามในบันทึกความเข้าใจนี้

ลงนามเป็นคู่ฉบับ เป็นภาษาไทย ภาษาเวียดนาม และภาษาอังกฤษทุกฉบับมีความถูกต้องเท่าเทียมกัน ในกรณีที่มีความแตกต่างในการตีความ ให้ฉบับภาษาอังกฤษมีผลเหนือกว่า

สำหรับรัฐบาล
แห่งสาธารณรัฐสังคมนิยมเวียดนาม

Phung Xuan Nha
Minister of Education and Training
ลงนาม ณ กรุงฮานอย
วันที่ ๕ ธันวาคม ๒๕๖๓

สำหรับรัฐบาล
แห่งราชอาณาจักรไทย

นายณัฏฐพล ทีปสุวรรณ
รัฐมนตรีว่าการกระทรวงศึกษาธิการ
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