

FIRST AMENDMENT
TO
MEMORANDUM OF UNDERSTANDING
ON
POLAR SCIENCE RESEARCH
(UNDER THE MOU BETWEEN CAA-NSTDA)
DATED 6TH April, B.E. 2559 (A.D. 2016)

NUMBER MOU-CO-2559-1510-EN

This First Amendment to Memorandum of Understanding on Polar Science Research (Under the MOU between CAA-NSTDA), Dated the 6th day of April, B.E. 2559 (A.D. 2016), Number MOU-CO-2559-1510-EN (hereinafter referred to as the “**First Amendment**”) is made and entered into on the 19th day of August B.E. 2565 (A.D. 2022) (hereinafter referred to as the “**First Amendment’s Effective Date**”), at Pathum Thani, the Kingdom of Thailand by and among

National Science and Technology Development Agency, located at 111 Thailand Science Park, Phahonyothin Road, Khlong Nueng, Khlong Luang, Pathum Thani 12120, the Kingdom of Thailand, represented by **Dr. Narong Sirilertworakul**, President of National Science and Technology Development Agency, who is authorized to enter to the First Amendment, according to the order of National Science and Technology Development Committee No. 1/2562 dated the 2nd day of January, B.E. 2562 (A.D. 2019) as specified in Appendix A (hereinafter referred to as “**NSTDA**”), as the one party,

And

Chulalongkorn University, located at Phayathai Road, Pathumwan, Bangkok Thailand 10330, represented by **Prof. Dr. Bundhit Eua-arporn**, President of Chulalongkorn University, who is authorized to enter into this First Amendment according to the announcement of the Office of the Prime Minister, dated the 17th day of June, B.E. 2563 (A.D. 2020) as specified in Appendix B attached herewith (hereinafter referred to as the “**CU**”), as the other party,

And

Burapha University, located at 169 Long-Hard Bangsaen Road, Saensook Municipality, Mueang District, Chonburi Province, 20131, represented by **Assoc. Prof. Dr. Watcharin Gasaluck**, President of Burapha University, who is authorized to enter into this First Amendment according to the announcement of the Office of the Prime Minister, dated the 17th day of June, B.E. 2563 (A.D. 2020), as specified in Appendix C attached herewith (hereinafter referred to as the “**BUU**”), as the other party,

And

National Institute of Development Administration, located at 148 Serithai Road, Klong-Chan, Bangkok, Bangkok Thailand 10240, represented by **Prof. Dr. Tippawan Lorsuwannarat**, President of National Institute of Development Administration, who is authorized to enter into this First Amendment according to the announcement of the Office of the Prime Minister, dated the 24th day of February, B.E. 2565 (A.D. 2022), as specified in Appendix D attached herewith (hereinafter referred to as the “**NIDA**”), as the other party,

And

National Astronomical Research Institute of Thailand (Public Organization), located at 260 moo 4, Donkaew, Maerim District, Chiang Mai, 50180, represented by **Dr. Saran Poshyachinda**, Executive Director, who is authorized to enter into this First Amendment according to the order of NARIT Executive Board no. 0006/2564 dated the 14th day of June, B.E. 2564 (A.D. 2021), as specified in Appendix E attached herewith (hereinafter referred to as the “**NARIT**”), as the other party,

And

Polar Research Institute of China, located at 1000 Xuelong Rd, Pudong, Shanghai, China, 201209, represented by **Dr. Shunlin Liu**, Director General, PRIC, who is authorized to enter into this First Amendment according to, dated the ... day of, A.D. (hereinafter referred to as the “**PRIC**”), as the other party.

Whereas, the parties have entered into the Memorandum of Understanding on Polar Science Research (Under the MOU between CAA-NSTDA), Dated the 6th day of April, B.E. 2559 (A.D. 2016), Number MOU-CO-2559-1510-EN (hereinafter referred to as the “**MOU**”). In order to achieve the purpose as stipulated the MOU, the parties mutually agree to extend the term of the MOU until the 3rd day of April B.E. 2567 (A.D. 2024).

Now, therefore, the parties hereby agree as follows:

1. The First Amendment shall be an integral part of the MOU.
2. The parties have agreed to ratify any rights, obligations and responsibilities of each party which has incurred since the 6th day of April B.E. 2562 (A.D. 2019) until the First Amendment’s Effective Date (hereinafter referred to as the “**Ratification Period**”). Therefore, the parties have agreed that all terms and conditions of the MOU shall also be enforced in the Ratification Period.
3. As of the First Amendment’s Effective Date, Article 3 of the MOU shall be replaced with the provision as follow:

Original Version	Amended Version
“Article 3 Term and Termination <i>The MOU will commence on the Effective Date and shall remain in effect</i>	“Article 3 Term and Termination <i>The MOU will commence on the Effective Date and shall remain in effect until</i>

Original Version	Amended Version
<p><i>for a period of 3 (three) years from the Effective Date, unless otherwise terminated by the Parties or by either Party giving six (6) months in written notice of termination to the other Party.</i></p> <p><i>The Parties may agree to extend the term of the MOU by reasonable cause by signing the amendment of the MOU.</i></p> <p><i>The termination of the MOU shall not affect the completion of any cooperative activities and/or any cooperative activities in progress facilitated or supported under the MOU. The obligations relating to confidentiality and intellectual property under the MOU shall continue.”</i></p>	<p><i>the 3rd April B.E. 2567 (A.D. 2024), unless otherwise terminated by the Parties or by either Party giving six (6) months in written notice of termination to the other Party.</i></p> <p><i>The Parties may agree to extend the term of the MOU by reasonable cause by signing the amendment of the MOU.</i></p> <p><i>The termination of the MOU shall not affect the completion of any cooperative activities and/or any cooperative activities in progress facilitated or supported under the MOU. The obligations relating to confidentiality and intellectual property under the MOU shall continue.”</i></p>

4. Except the amendments specified under this First Amendment, all the other articles of the MOU shall remain in full force and effect. The terms and conditions of the First Amendment shall prevail in the event of any inconsistency between the First Amendment and the MOU.

5. The following documents are attached to this First Amendment and constitute an integral part of the First Amendment, as though fully written out and set forth herein:


- Appendix A The order of National Science and Technology Development Committee, no. 1/2562, dated the 2nd day of January, B.E. 2562 (A.D. 2019) (4 pages)
- Appendix B The announcement of the Office of the Prime Minister, dated the 17th day of June, B.E. 2563 (A.D.2020) (1 page)
- Appendix C The announcement of the Office of the Prime Minister, dated the 17th day of June, B.E. 2563 (A.D.2020) (2 pages)
- Appendix D The announcement of the Office of the Prime Minister, dated the 24th day of February, B.E. 2565 (A.D. 2022) (1 pages)
- Appendix E The order of NARIT Executive Board, no. 0006/2564, dated the 14th day of June, B.E. 2564 (A.D. 2021) (1 page)

(Hereinafter referred to as the “**First Amendment’s Documents**”). If the First Amendment’s Documents are inconsistent with the First Amendment, the First Amendment shall prevail. In case there are inconsistencies among the First Amendment’s Documents, the parties shall jointly discuss the matter and determine a fair and expedient solution.

IN WITNESS WHEREOF, the First Amendment shall be executed in six original, identical counterparts, one for each party. The parties hereby have read and understood all terms and conditions of the First Amendment and have hereto appended their respective signatures and affixed their seals (if any) in the presence of witnesses.

**National Science and Technology
Development Agency (NSTDA):**

By:

N. Sirilertworakul 

(Dr. Narong Sirilertworakul)

Title: President National Science and
Technology Development Agency

Witness

By:

P. Thajchayapong

(Prof. Dr. Pairash Thajchayapong)

Title: Senior Advisor to the President,
National Science and Technology
Development Agency

Secretary General

The Information Technology Foundation
under the Initiative of H.R.H. Princess Maha
Chakri Sirindhorn

Burapha University (BUU):

By:

W. Watcharin Gasaluck 

(Assoc. Prof. Dr. Watcharin Gasaluck)

Title: President of Burapha University

Witness

By:

P. Usavadee

(Assoc. Prof. Dr. Usavadee Tuntivanurak)

Title: Dean of Faculty of Science
Burapha University

Chulalongkorn University (CU):

By:

S. Eua-arpom 

(Prof. Dr. Bundhit Eua-arpom)

Title: President of Chulalongkorn University

Witness

By:

Polkit Sangvanich

(Prof. Dr. Polkit Sangvanich)

Title: Dean of Faculty of Science,
Chulalongkorn University

**National Institute of Development
Administration (NIDA):**

By:

T. Lorsuwanarat 

(Prof. Dr. Tippawan Lorsuwanarat)

Title: President of National Institute of
Development Administration

Witness

By:

Siwatt

(Prof. Dr. Siwatt Pongpiachan)

Title: Director of NIDA Center for
Research & Development of
Disaster Prevention & Management

**National Astronomical Research Institute
of Thailand (Public Organization)
(NARIT):**

By:

Saran Poshyachinda
.....
(Dr. Saran Poshyachinda)

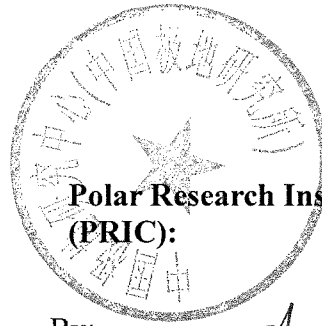
Title: Executive Director
National Astronomical Research Institute
of Thailand

Witness

By:

B.S.+LTL.
.....
(Assoc. Prof. Boonrucksar Soonthornthum)

Title: Advisor, National Astronomical Research
Institute of Thailand



**Polar Research Institute of China
(PRIC):**

By:

Shunlin Liu
.....

Title:

(Dr. Shunlin Liu)
Director General
Polar Research Institute of China

Witness

By:

Jun Shen
.....

Title:

(Ms. Jun Shen)
Director General
Chinese Arctic and Antarctic Administration