



**UNIVERSITE  
CHEIKH ANTA DIOP  
DE DAKAR**



# **GENERAL AGREEMENT**

**BETWEEN**

**UNIVERSITÉ CHEIKH ANTA DIOP (UCAD)**

**Senegal**

**AND**

**KASETSART UNIVERSITY (KU)**

**Thailand**

This general agreement (hereinafter referred to as the “**General Agreement**”) is made on  
10 OCT. 2023 (hereinafter referred to as the “**Effective date**”) by and between:

**Université Cheikh Anta Diop**, a public funded university, implemented in partnership with the Senegalese State, incorporated according to the laws of the Republic of Senegal, having its campus at Avenue Cheikh Anta Diop, Dakar, duly represented for the purposes of this General Agreement by its Rector, Professor Ahmadou Aly MBAYE;

Université Cheikh Anta Diop being hereinafter referred to as “**UCAD**”;

**Kasetsart University**, an autonomous university and was the Kingdom of Thailand’s first agricultural university incorporated according to the laws of Thailand, having its registered campus in Chatuchak, Bangkok, Thailand, duly represented for the purposes of this General Agreement by its President, Dr.Chongrak WACHRINRAT ;

Kasetsart University --- being hereinafter referred to as “**KU**”.

KU and UCAD are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”.

The Parties agree as follows:

### **Article 1: Purpose of the General Agreement**

For the purpose of furthering cooperation through educational and academic exchanges, the Parties hereby agree to foster the establishment of a mutually beneficial relationship for their institutions.

The Parties hereby agree to collaborate within the term of the General Agreement in order for them to set up a strong and long-lasting collaboration.

Areas of collaboration may be but not limited to:

- Undergraduate and graduate cursus/learning, involving double diplomas or joint diplomas in fields such as engineering, computer science, management and business, social sciences, humanities, economics, etc.;
- Student exchange for semesters abroad in the Parties’ campuses;
- Student exchange in the Parties’ Summer programs;
- Development of joint research activities in areas of common interest for the Parties;

VERSION OF (DATE) :



- Academic and research networking;
- Exchange of academic publications;
- Cooperation in Executive Education programs in Senegal;
- Development of mutually beneficial academic programs and courses;
- Exchange of academic faculty for purposes of teaching and research, upon common interest and agreement of the Parties;
- Reciprocal assistance for visiting academic staff and students;
- Any other area of collaboration of relevance to the Parties.

## **Article 2: Execution Agreements**

**2.1** Parties may agree in the future to diversify their collaboration in other areas and through other projects. In such case, each new project of collaboration shall be defined in a specific agreement (“**Execution Agreement**”) which shall set forth all the details regarding the term, the purpose, the financial conditions if applicable, etc. Each specific agreement/Execution Agreement shall be agreed upon and shall be signed by the Parties.

**2.2** The General Agreement and the Execution Agreements are interdependent. Execution Agreements are consequences of the General Agreement.

In the event that the General Agreement terminates, all the Execution Agreements signed between the Parties shall be impacted, unless the Parties agree on an alternative solution to the situation.

In the event that one of the Execution Agreement terminates, the General Agreement and the other Execution Agreements shall remain effective.

## **Article 3: Intellectual Property**

In the case of a joint research project, discussion of a written agreement regarding intellectual property and technology transfer, which may include the promotion of research products with commercial applications, will take place before the start of the project.

Any benefits and intellectual properties generated under the collaborative works should be proportionally shared based on the contribution of each Party.

Details and conditions shall be set forth in Execution Agreements.





#### **Article 4: Confidentiality**

Each Party agrees to keep strictly secret and confidential any information received from the other Party and marked as confidential. Confidential information provided by one Party to the other shall in any event remain that Party's exclusive property. The confidential information shall be used solely for the purposes contemplated herein. This General Agreement itself shall remain confidential and shall not be disclosed to any third party.

#### **Article 5: Term**

The present General Agreement shall commence on ....., and shall remain in force during five (5) academic years.

Such term can be renewed in writing upon agreement between both Parties, for five (5) more academic years.

#### **Article 6: Amendment**

No amendment, variations or alterations to this General Agreement shall be effective, unless made in writing and duly signed by the authorized signatories of each Party.

#### **Article 7: Termination**

The Parties will act to comply with their agreed contributions to the project throughout its duration, and to avoid sudden or early termination of this Agreement.

Each Party has the option to end this General Agreement before its term, under the cumulative conditions below:

- (i) To transmit to the other Party a six (6) month prior notice, setting forth the reasons of the anticipated termination;
- (ii) Not to jeopardize at the moment of the prior notice the ongoing curricula and collaborative research or any joint project that was agreed upon by the Parties in Execution Agreements. Hence, the termination of the General Agreement shall be effective at the end of the ongoing curricula, at the Bachelor's and Master's levels, and at the end of the collaborative research on ongoing projects.

In all cases of anticipated termination, the Parties agree to ensure a satisfactory completion of the ongoing curricula, and under no circumstance the Parties shall jeopardize the curricula of the enrolled Students until their graduation.



### **Article 8: Severability**

In the event that any provision of this General Agreement is deemed to be unlawful or unenforceable, the other provisions of this General Agreement and the Execution Agreements shall remain in full force and effect and the Parties shall mutually agree upon lawful or enforceable provisions economically equivalent to those deemed to be unlawful or unenforceable.

### **Article 9: Assignment**

No Party shall assign, mortgage, charge, transfer or otherwise dispose of its rights and benefits under this General Agreement without the prior written consent of the other Parties.

It is agreed between the Parties that this General Agreement is intended to be non-legally binding, nor to impose obligations on the Parties.

### **Article 10: Notices**

Any and all notices to be given pursuant to this General Agreement shall be sent by email and/or airmail to the addresses set out below or to such other addresses as any Party may from time to time notify to the other Party in accordance with the provisions of this Article.

#### **If to UCAD**

Prof. Ndiack FALL  
Director of Cooperation  
Email : ndiack.fall@ucad.edu.sn, drci@ucad.edu.sn,  
Partnership Department  
Address: Université Cheikh Anta Diop  
BP 5005, Dakar-Fann  
Tel: 00 221 78 183 78 84  
Website : www.ucad.sn

#### **If to KU**

Assoc.Prof.Kampanat Pensupar,Ph.D.  
Vice President for International Affairs  
Email: fecoknp@ku.ac.th Cc to: fro@ku.th  
Address: Kasetsart University  
International Affairs Division, Ngamwongwan Road, Ladyao,  
Chatuchak, Bangkok Thailand 10900  
Tel: 66 2 942 8683  
Fax: 66 2 942 8170, 66 2 942 8726  
Website : www.ku.ac.th



**Article 11: Dispute Resolution**

The Parties undertake to use their best efforts to settle amicably all disputes between them concerning this General Agreement or agreements that may result.

IN WITNESS WHEREOF, each of the Parties has caused this General Agreement to be executed, sealed, and signed in two (2) original versions, as of the day and year first above written.

**ACCEPTED AND AGREED**

Dakar, date...**11.0.01.2023**  
For and on behalf of UCAD



**Professor Ahmadou Aly MBAYE**

**President**

**ACCEPTED AND AGREED**

Bangkok, date.....  
For and on behalf of KU

**Dr. Chongrak WACHRINRAT**

**President**