



MEMORANDUM OF UNDERSTANDING

BETWEEN

RAJAMANGALA UNIVERSITY OF TECHNOLOGY SRIVIJAYA, THAILAND

AND

CONNECTING ASIA SDN BHD

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MoU) is made and executed into this day March 29, 2024

BETWEEN

RAJAMANGALA UNIVERSITY OF TECHNOLOGY SRIVIJAYA THAILAND, (hereinafter referred to as "RUTS"), a public institution of higher education established under the Universities and University Colleges Act 2005 located at 1 Ratchadamnoen Nok Road, Bor Yang Subdistrict, Muang District, Songkhla Province 90000, THAILAND and shall include its lawful representatives and permitted assigns:

AND

CONNECTING ASIA SDN BHD, a legal entity and research network founded in 2015 as a true representation of a social enterprise and spinoff from **Universiti Teknologi Malaysia** (**UTM**), aiming to create a symbiotic partnership between academia and industry to provide sustainable solutions for social and industrial issues, located at Office 303, Industry Centre Building UTM Technovation Park, Skudai, 81300, Johor Bahru, Johor, MALAYSIA and shall include its lawful representatives and permitted assigns:

RUTS and CONNECTING ASIA SDN BHD shall hereinafter referred to singularly as "the Party" and collectively as "the Parties" as the case may be

WHEREAS

- A RUTS is located in the southern part of THAILAND. RUTS focuses on producing professional undergraduates and graduates capable of managing careers in the sciences, technology, engineering, fisheries, agriculture, architecture, business administration, and hospitality. The RUTS undergraduates and graduates can professionally apply their knowledge in practical fields morally and ethically. Additionally, RUTS always develops and promotes learning and teaching environment, local arts and culture preservation together with area research through community services in order to encompass SDGs.
- CONNECTING ASIA SDN BHD has a main mission to leverage innovation and promote knowledge exchange through global collaboration. It strives to establish and nurture strategic partnerships between prime institutions in academia, industry, government, and society, with a focus on creating sustainable solutions for social impact. The goal is to foster impactful knowledge transfer and human capital development, enabling us to contribute to the emergence of a knowledge society that benefits individuals, organizations, and communities. CONNECTING ASIA SDN

BHD has become an innovative and leading research and development organization in the Asian region, focusing on knowledge exchange and collaboration to drive social impact. CONNECTING ASIA SDN BHD strives to create and enhance interorganizational alliances, develop institutional and human resources capacities, and provide quality services that contribute to the emergence of a sustainable knowledge society. With a global perspective and collaborative approach, CONNECTING ASIA SDN BHD aims to make a positive and lasting impact on the world.

C. The Parties are desirous of executing this MoU to declare their representative intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

ARTICLE 1 OBJECTIVES

The parties, subject to the terms of this MoU and the laws, rules, regulations, and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote, and develop research, technical cooperation, and community services between the Parties on the basis of equality and mutual benefits.

ARTICLE 2 SCOPE AND MAJOR ACTIVITIES

In order to promote academic cooperation as a written understanding of agreed-upon principles between RUTS and CONNECTING ASIA SDN BHD. This MoU has served as a mutual interest between the two parties. The core collaboration fosters acting as a crucible where participating institutes come together to embark on joint research projects. This collaborative effort has the potential to redefine the intellectual landscape through groundbreaking academic initiatives and the exchange of knowledge. The two parties will jointly develop academic cooperation to attain the goals of the following forms of activities.

a) Networking Opportunities:

The collaborative effort provides an expansive arena for networking, offering participants invaluable opportunities to explore training programs, online courses, and potential partnerships with esteemed institutions. The networking prospects presented serve as a gateway to enrichment and the expansion of horizons, empowering attendees with fresh perspectives and novel insights.

b) Student Exchange Programs:

Focused on cultural understanding and academic growth, the collaborative effort aims to facilitate student exchange programs between international universities. By promoting such exchanges, the event paves the way for cultural immersion, a global perspective, and the nurturing of future thought leaders.

c) Grants and Funding Opportunities:

The collaborative effort serves as a fertile ground for dialogues and deliberations on grants and funding. It establishes a platform for attendees to discuss and explore various opportunities for securing financial support for research and academic endeavours, supporting the fulfillment of research ambitions and groundbreaking projects.

d) Consortium Development:

Beyond individual collaborations, the collaborative effort aims to create a consortium, serving as the nexus of long-term cooperation. This consortium solidifies connections among institutions, serving as the conduit through which partnerships are formalized, ideas are nurtured, and innovations are born.

ARTICLE 3 RESPONSIBILITIES OF THE PARTIES

This MoU serves as a written understanding of agreed upon principles between RUTS and CONNECTING ASIA SDN BHD

This is a non-binding agreement and is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two Parties. Each party will be responsible for managing its own costs.

3.1 Responsibilities of RUTS include...

- 3.1.1 preparing, communicating, and maintaining successive nationally and internationally determined contributions.
- 3.1.2 providing information necessary for clarity, transparency, and understanding of the collaborative effort or activities between two parties.
- 3.1.3 providing information on national and international inventories and information necessary to track progress made in implementing and achieving the collaborative effort or activities.
- 3.1.4 promoting academic environmental integrity, transparency, accuracy, completeness, comparability, and consistency.

3.2 Responsibilities of CONNECTING ASIA SDN BHD include...

- 3.2.1 promoting academic cooperation and collaboration.
- 3.2.2 marketing the academic activities
- 3.2.3 providing information on international inventories and information necessary to track progress made in implementing and achieving the collaborative effort or activities.
- 3.2.4 promoting international academic environmental integrity, transparency, accuracy, completeness, comparability, and consistency.

ARTICLE 4

EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law, will not give rise to any legal process, and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 5

ENTRY INTO EFFECT, DURATION AND TERMINATION

- 1. This MoU will come into effect on the date of signing and will remain in effect for a period of THREE (3) YEARS or until terminated by either party with THIRTY (30) DAYS written notice.
- 2. The termination of the MoU shall not affect the implementation of ongoing activities/programmes.
- 3. This MoU may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE 6

VARIATION

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

ARTICLE 7

NOTICES

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 +66 (0) 7431 7100 for RUTS or (+60) 75114430 for Connecting Asia as the case may be shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, 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:

To: International Affairs Division

Rajamangala University of Technology Srivijaya, Thailand

1 Ratchadamnoennok Rd. Boyang Sub-district, Muang District, Songkhla 90000, Thailand

Tel no.: +66 (0) 7431 7100

Fax no. : +66 (0) 7431 7123

Email address: internationalaffairs@rmutsv.ac.th

To: CONNECTING ASIA SDN BHD

Office 303, Industry Centre Building UTM

Technovation Park, Skudai, 81300, Johor Bahru, Johor, MALAYSIA

Tel no.: (+60) 75114430

Email address: info@connectingasia.org

The foregoing record represents the understanding reached between the RAJAMANGALA UNIVERSITY OF TECHNOLOGY SRIVIJAYA THAILAND and the CONNECTING ASIA SDN BHD upon the matters referred to therein.

ANNEXURE A PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules, and regulations of the Parties and with other international agreements signed by both Parties.
- 2. 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.
- 3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out
 - (i) 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
 - (ii) 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.

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 period of the implementation of this MoU or any other agreements made pursuant to this MoU.
- 2. For purposes of paragraph 1 above, such documents, information, and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
- 3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, or public order of public health to suspend temporarily, either in whole or in part, the implementation of the MoU which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

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 the MoU 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.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organization, sign the MoU on the date as above written.

Signed by
For and on behalf of
Rajamangala University of
Technology Srivijaya

Prof.Dr.Suwat Tanyaros Acting President, Rajamangala University of Technology Srivijaya

In the Presence of

Asst. Prof. Dr. Boonyarit Omanee Dean of Faculty of Liberal Arts, RUTS

Signed by For and on behalf of CONNECTING ASIA SDN BHD

Dr. Muhammad Imran Qureshi Founding Director, CONNECTING ASIA SDN BHD

In the Presence of

Dr. Nohman Khan

Managing Director, CONNECTING ASIA SDN BHD

Date signed: 29 / 03 / 2029

Date signed: 29 / 03 / 2024