UNIVERSITI
MALAYSIA
KELANTAN

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYSIA KELANTAN

AND

RAJAMANGALA UNIVERSITY OF TECHNOLOGY SRIVIJAYA, THAILAND

ON COOPERATION IN THE FIELD OF ACADEMIC AND RESEARCH

THIS MEMORANDUM OF UNDERSTANDING is made this 10th day of JANUARY , 2024.

BETWEEN

UNIVERSITI MALAYSIA KELANTAN (hereinafter referred to as **"UMK"**), a Public University established under the Universities and University Colleges Act 1971 [*Act 30*] whose address is at 16300 Bachok, Kelantan, Malaysia and shall include its lawful representatives and permitted assigns.

AND

RAJAMANGALA UNIVERSITY OF TECHNOLOGY SRIVIJAYA (hereinafter referred to as "**RUTS**"), a public University established under Ministry of Higher Education, Science, Research and Innovation of Thailand whose registered address is at Songkhla 90000, Thailand and shall include its lawful representatives and permitted assigns;

UMK and **RUTS** shall be referred singularly as the "Party" and jointly referred as "Parties",

WHEREAS

A. **UMK** is an established University which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to complement its educational excellence. **UMK** has entered various collaborative arrangements with other parties to enhance its academic and research activities.

B. **RUTS** is an established University which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to complement its educational excellence. **RUTS** has entered various collaborative arrangements with other parties to enhance its academic and research activities.

C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective 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 I
OBJECTIVE

The Parties, **subject** to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in Malaysia, will endeavour to strengthen, promote and develop cooperation in the field of research and academic the Parties on the basis of equality and mutual benefit.

ARTICLE II
AREAS OF COOPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from to time to time in force, governing the subject matter in Malaysia, endeavor to take necessary steps to encourage and promote cooperation in the following areas:

   (a) for the purpose of teaching and learning, research activities of interest to both parties;

   (b) development of grants for research and innovation related to veterinary medicine.

   (c) development of courses aligned to the needs of veterinary medicine; and

   (d) any other areas of cooperation to be mutually agreed upon by the Parties.

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, this Memorandum of Understanding will be superseded by a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of dispute" as contained in **Annexure A** of this Memorandum of Understanding

ARTICLE III
FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.

2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding 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 and 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 V
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE VI

ENTRY INTO EFFECT, DURATION, TERMINATION AND EXTENSION

1. This Memorandum of Understanding 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 Memorandum of Understanding shall not affect the implementation of ongoing activities/programs.

3. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

NOTICES

Any communication under this Memorandum of Understanding 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 **+609-7797012 for UMK** or **+660-7431 7123 for RUTS** 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 : Prof. Dato'. Dr. Razli bin Che Razak
Vice Chancellor
Universiti Malaysia Kelantan
16300 Bachok
Kelantan
Telephone no. : 09-7797700
Facsimile no. : 09-7797012
Email address : vco@umk.edu.my

To : Prof. Dr. Suwat Tanyaros
President
Rajamangala University of Technology Srivijaya
Songkhla 90000
Thailand
Telephone no. : +66(0) 7431 7100
Facsimile no. : +66(0) 7431 7123
Email address : internationalaffairs@rmutsv.ac.th

The foregoing record represents the understandings reached between the **UMK** and the **RUTS** upon the matters referred to therein.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this Memorandum of Understanding on the date as above written.

Signed by]
For and on behalf of]
UNIVERSITI MALAYSIA KELANTAN]
]

.....

Prof. Dato' Dr. Razli bin Che Razak
Vice Chancellor

In the presence of :

.....

Prof. Dato' Dr. Nik Maheran Nik Muhammad
Deputy Vice Chancellor (Academic and International)

Signed by]
For and on behalf of]
RAJAMANGALA UNIVERSITY OF]
TECHNOLOGY SRIVIJAYA]

.....

Prof. Dr. Suwat Tanyaros
President

In the presence of :

.....

Asst. Prof. Dr. Dhiravit Chantip
Dean, Faculty of Veterinary Science

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 Memorandum of Agreement or any other agreements made pursuant to this Memorandum of Agreement.

2. For purposes of paragraph 1 above, such documents, information and data include any document, 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 Memorandum of Agreement, 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 Memorandum of Agreement.

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 Agreement 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 this Memorandum of Agreement 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.