

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYSIA PERLIS, MALAYSIA

AND

**RAJAMANGALA UNIVERSITY OF TECHNOLOGY SRIVIJAYA,
THAILAND**

RENEWAL OF MEMORANDUM OF UNDERSTANDING

Between

UNIVERSITI MALAYSIA PERLIS (UniMAP), MALAYSIA

And

RAJAMANGALA UNIVERSITY OF TECHNOLOGY SRIVIJAYA, THAILAND

We refer to the Memorandum of Understanding (the "said MoU") signed on 6th August 2012 by Universiti Malaysia Perlis (UniMAP) and Rajamangala University of Technology Srivijaya (RMUTSV) with a view to improving the academic collaboration, covering the period from 6th August 2012 to 6th August 2015. The term of the said MoU has expired on 6th August 2015.

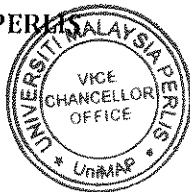

Noting the progress that has been made in strengthening cooperation in academic matters, and in pursuance of Article 8 of the said MoU, both parties wish to renew this collaboration in accordance with its original provisions for a period of 1st May 2018 until 1st May 2023. It is agreed that:-

- 1) detailed action plan with time lines for implementing collaborative activities would be developed within the time frame agreed upon by both universities; and
- 2) a yearly review will be undertaken by the two organizations to monitor progress and prepare for further cooperation.

All other terms, provisions and covenants of the above said MoU shall remain in full force for the duration of the extended term.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Renewal of Memorandum of Understanding in duplicate at Universiti Malaysia Perlis on this ~~29th~~..... day of ~~April~~..... in the year 2018 in (2) original texts.

For UNIVERSITI MALAYSIA PERLIS



.....
Dato' Prof. Dr. Zul Azhar Zahid Jamal
Vice Chancellor
Universiti Malaysia Perlis

For RAJAMANGALA UNIVERSITY OF TECHNOLOGY SRIVIJAYA



.....
Asst. Prof. Yongyuthi Noorhm
Acting President
Rajamangala University of Technology Srivijaya

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as **MoU**) is made on the 9th of October, 2013.

BETWEEN

THE UNIVERSITI MALAYSIA PERLIS an institution of higher learning (hereinafter referred to as "**UniMAP**") established and incorporated in Malaysia under the Universities and University Colleges Act 1971 [**P.U.(A) 23/2007**] and having its registered office at 1,2,9,10 and 11th Floor, Bangunan KWSP, Jalan Bukit Lagi, 01000 Kangar, Perlis and shall include its lawful representatives and permitted assigns;

AND

RAJAMANGALA UNIVERSITY OF TECHNOLOGY SRIVIJAYA (hereinafter referred to as "**RMUTSV**"), a new Thai group of higher educational university established in 2005, but it was found in 1975 with its long history of technical learning provider situated at 1 Ratchadamnoenok Rd., Boryang sub-district, Muang Songkhla 90000 and include its panel of lawful representatives being permitted to assign;

Hereinafter referred to singularly as "the Party" and collectively as "the Parties".

WHEREAS

- A. **UniMAP** is an established University which strives to enhance and strengthen its research capabilities and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance research collaboration.
- B. **RMUTSV** was established underlying the National Education Act, B.E. 2542 (1999) aimed to decentralize management in education institutes to make them more independent and flexible to handle their own affairs under the university council, Rajamangala Institute of Technology subsequently amended the law governing the institution at that time before enacting it as the "Rajamangala University of Technology Act," which HM the King signed on 8 January 2005. The law, announced in the Royal Gazette ten days later before coming into effect on 19 January 2005, combines all campuses nationwide into nine Rajamangala University of Technology ; **RMUTSV** provides higher academic services with self-sustainable management.
- C. The Vision of **UniMAP** includes making the intellectual and educational resources of the Higher Colleges of Technology available to the community and the region at large and fostering technology, the start up of entrepreneurial joint ventures, and the expanding of the depth, breadth and quality of education.

- D. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein
- E. **HAVE REACHED AN UNDERSTANDING as follows:**

ARTICLE 1

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 each Party's country, will endeavor to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2

AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor would act as a stimulus for a wide range of collaborative activities including but not restricted to:
 - to promote individual contacts among scholars, students and personnel of both universities,
 - to promote links in teaching, research and cultural activities,
 - to develop and to encourage joint research, seminars, conferences, workshop, and to also assist each other in obtaining external funding from outside sources,
 - to support the exchange of academic materials,
 - student exchange programme,
 - to develop, when opportunities avail, joint study programs,
 - to encourage any other activities that both universities agree to be of mutual benefit,
 - any other areas of co-operation for strategic alliance to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operation in respect of any area stated in paragraph 1 the parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

ARTICLE 3

FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party the other.
2. Each party will bear own cost and expenses in relation to this Memorandum of Understanding unless otherwise negotiated.

ARTICLE 4

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as 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 5

NO AGENCY

Nothing contained herein is to be construed so 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 6

ENTRY INTO EFFECT AND DURATION

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

ARTICLE 7

NOTICES

Any communication under this Memorandum of Understanding will be writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UNIVERSITY MALAYSIA PERLIS or the address as the case may be, shown or to such other address or electronic mail address or facsimile number as ether 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	:	UNIVERSITI MALAYSIA PERLIS
Attrn to	:	Mdm. Nor Azizah Binti Hitam
Address	:	1st Floor, Taman Kechor Indah Fasa II, Jalan Abi Tok Hashim, 01000 Kangar perlis
Tel no.	:	+604-9798061
Fax no.	:	+604-9798290
E-mail	:	norazizah@unimap.edu.my

To : **Rajamangala University of Technology Srivijaya**
Attn to : Asst. Prof. Dr. Kantarin Rugsakorn
Address : 1 Ratchadamnoennok Rd., Boryang Sub-district,
Muang District, Songkhla 90000
Tel no. : (6674) 317-100
Fax no : (6674)317-142
E-mail : kantarin@outlook.com

The foregoing record represents the understanding reached between the **UNIVERSITI MALAYSIA PERLIS** and the **RAJAMANGALA UNIVERSITY OF TECHNOLOGY SRIJAYA** upon the matters referred to therein.

ARTICLE 8

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall enforced in conformity with the respective national laws, rules and regulations of the Parties and with international agreements signed by both Parties.
2. The use of the name, logo 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 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.

ATRICLE 9

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of document, 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 purpose 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

ARTICLE 10

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order 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.

ARTICLE 11

SETTLEMENT OF DIDPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provision 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.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding in duplicate at.....on this 9th day of October in the year 2013 in(.....) original texts,

Signed by

For and on behalf of

UNIVERSITI MALAYSIA PERLIS]
Prof. Datuk Dr. Kamarudin B. Hussin
Vice Chancellor
Universiti Malaysia Perlis]



In presence of:-

DYTM Tuanku Syed Faizudin Putra Ibni]
Tunku syed Sirajuddin Jamalullai
Chancellor
Universiti Malaysia Perlis]

Signed by
For and on behalf
Asst. Prof. Ruja Tipwaree
President
**Rajamangala University of
Technology Srivijaya, Thailand**

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Ruja .

Witnessed by:
Asst. Prof. Bancherd Karnchanachetanee
Vice President
Rajamangala University of
Technology Srivijaya, Thailand

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Bancherd /cs