

MEMORANDUM OF UNDERSTANDING
[Collaboration in Education]
BETWEEN

DRB-HICOM UNIVERSITY OF AUTOMOTIVE MALAYSIA

AND

PRINCESS OF NARADHIWAS UNIVERSITY

THIS **MEMORANDUM OF UNDERSTANDING** is made on 21 February 2019

BETWEEN

DRB-HICOM University of Automotive Malaysia (University Registration No. DU045(C)), a private higher educational institution, duly registered under the Private Higher Educational Institutional Act 1996 (Act 555) having its operating address at Kompleks Automotif DRB-HICOM Pekan Lot 1449, PT 2204, Kawasan Perindustrian Peramu Jaya, 26607 Pekan, Pahang, (**hereinafter referred to as "DRB-HICOM U"**) of the one part.

AND

PRINCESS OF NARADHIWAS UNIVERSITY, is a newly established university under the Narathiwat Rajanagarindra University Act, BE 2549 (2006) by merging four (4) educational institutions in Narathiwat, namely Narathiwat Technical College. Boromarajonani College of Nursing, Narathiwat Narathiwat Agricultural and Technology College And Tak Bai Vocational College and having its address at Khok Khian, Mueang Narathiwat District, Narathiwat 96000, Thailand (**hereinafter referred to as "PNU"**), of the second part.

(DRB-HICOM U and PNU are hereinafter collectively referred to as "the Parties" and individually as "the Party").

WHEREAS:

- A. The Parties are desirous of entering into this Memorandum of Understanding ("MoU") to declare their respective intentions and to establish a basis of collaboration between the Parties upon the terms as contained herein.
- B. The purpose of this MoU is to set out the basis of understanding for cooperation between the Parties in the areas of education and training on the basis of reciprocity and mutual benefit for both Parties.

NOW THEREFORE, it is agreed as follows:

1. DURATION OF THE AGREEMENT

This MOU shall come into force on 21 February 2019 (hereinafter referred to as the Effective Date and shall be effectively in force for a continuous period of two (2) years (hereinafter referred to as the "Term").

2. SCOPE OF COOPERATION

2.1 Staff Exchange

2.1.1 Both Parties agree to allow staff members from each Party to work as instructor or researcher at the other Party's premises for a period not exceeding one month.

2.1.2 The staff member shall remain an employee of the originating Party during this period.

2.2 Academic Program Development

Both Parties agree to consult each other when expedient in the process of developing new academic programmes or amending existing ones from time to time.

2.3 Student Mobility

Both Parties agree to hold student mobility programmes not exceeding one week from time to time. The operational details of such programmes shall be agreed upon by both Parties before the student mobility program proceeds.

2.4 Student Exchange

2.4.1 Both Parties agree to hold student exchange programmes which are not exceeding one semester per student.

2.4.2 Both Parties agree to hold further discussion to determine the academic credit hours that may be transferred between the Parties under the student exchange program.

2.5 Research Collaboration

2.5.1 Both Parties agree to jointly conduct academic research with the intention of publication in academic journals or presented in academic conferences.

2.5.2 Both Parties shall sign a separate commercialization agreement whenever a joint research project is to be commercialized.

3. FINANCIAL ARRANGEMENT

3.1 Each Party shall bear its own costs in implementing any activities in relation to this MoU.

3.2 Each Party shall be liable for its own costs in the preparation of this MoU including stamp duty and applicable taxes (if any).

4. VARIATION OF AGREEMENT

4.1 Any variation or any waiver of any term and condition of this MoU, shall be mutually agreed by the Parties hereto and shall be in writing and signed by a duly authorized representative of each of the Parties to this MoU.

4.2 Should both Parties enter into a separate agreement on revenue sharing, commercial enterprises, research projects or other joint ventures, the terms of that agreement shall supersede this MoU.

5. LEGAL RELATIONSHIP

5.1 Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any contract,

commitment or agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This MoU shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

- 5.2 The Parties hereto agree that this MoU shall not be binding on the Parties and their successors-in-title except for clauses 5, 6, 8, 11, 12 and 13 of this MoU in which the Parties hereby expressly agree to have legally binding effect.

6. TERMINATION

- 6.1 This MOU may be terminated by either party by giving not less than three (3) months written notice to the other Party.
- 6.2 The termination of this MoU shall not affect the validity and duration of any activities and/or projects which have been decided upon by the Parties prior to the date of termination of this MoU unless the Parties decide otherwise.

7. NON-EXCLUSIVITY

Nothing to this MoU shall prevent the Parties from contracting with any third parties on a similar basis with regards to the subject matter of this MoU.

8. CONFIDENTIALITY

All information acquired by the respective parties hereto and/or information disclosed (hereinafter referred to as the "Disclosing Party") and delivered to the other party in connection with this MoU whether written or oral information, documentation, drawing, report, blueprints, technology and any other data and facts (hereinafter referred to as "Trade Information") of the other Party shall be treated by the receiving party (hereinafter referred to as the "Receiving Party") as secret and confidential and shall not be disclosed to any other person, firm or company without the written consent of the Disclosing Party unless and until such Trade Information shall have become public

knowledge or documents. The Receiving Party agrees to undertake reasonable measures to ensure that the Trade Information is kept confidential and to disclose the Trade Information to its employees, officers, directors or representatives on a need to know basis only. The aforesaid covenant on confidentiality of Trade Information shall continue to extend after the termination of this MoU for a period of five (5) years.

9. ASSIGNMENT

No Party may assign its rights, title and interest or pursuant to this MoU to a third party without consent of the other Party in writing.

10. NOTICES

10.1 Any notice or communication which required to be made hereunder shall be in writing and signed by an authorised person of each Party and shall be deemed to be sufficiently served if addressed to or left at or forwarded by a prepaid registered post to the Parties at their respective address or by facsimile to the number as each Party may from time to time notify the other.

10.2 The respective Parties' addresses are as stated:-

a. Princess of Naradhiwas University

All correspondences shall be made to:

President

Princess of Naradhiwas University
Khok Khian, Mueang Narathiwat District,
Narathiwat 96000, Thailand.

Telephone Number : +6604 835 1688

Facsimile Number : +6604 835 1689

b. DRB-HICOM University of Automotive Malaysia

All correspondences shall be made to:

Vice Chancellor

DRB-HICOM University of Automotive Malaysia

Kompleks Automotif DRB-HICOM,

Lot 1449, PT 2204,

Kawasan Perindustrian Peramu Jaya,

Peramu Jaya, 26607 Pekan,

Pahang Darul Makmur.

Telephone Number : +609 424 2400

Facsimile Number : +609 424 2500

- 10.3 Any notice shall be deemed to have been duly served if given by facsimile, immediately or given by post fourteen (14) days after posting and in proving the same it shall be sufficient to show that the envelope containing the same was properly addressed, stamped and posted.

11. GOVERNING LAW

This MoU shall be governed and construed in accordance with the laws of Malaysia. The Parties will use reasonable endeavors to resolve any dispute, claim or proceedings arising out of this MoU within the Parties institutional hierarchies and escalating it in a meeting with senior management first before proceeding to court.

12. PERSONAL DATA

12.1 It is agreed that any processing of Personal Data under this MoU shall be in compliance with the Personal Data Protection Act 2010 ("PDPA").

12.2 In the event of termination or expiration of this MoU, howsoever occurring, PNU shall cease to access, use or process any of the Personal Data received from DRB-HICOM U. PNU shall return all personal data to DRB-HICOM U and destroy all copies within 30 days from the date of expiration or termination of this MoU

and shall certify that it, its agents and/or subcontractors have destroyed all traces of the Personal Data.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Each Party shall retain all Intellectual Property Rights in their respective Intellectual Property and nothing contained in this MoU during the Term of this MoU, nor the use of the Intellectual Property on the publicity, advertising, promotional or other material in relation to the fulfilment of the obligations of the Parties contained herein shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's Intellectual Property.

13.2 Neither Party shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with the Intellectual Property Rights and shall not omit or authorize any third party to omit to do any act which, by its omission would have that effect or character.

14. MISCELLANEOUS

14.1 This MoU constitutes the entire agreement of the Parties with respect to the subject matter of this MoU and supersedes all prior agreements between the Parties, whether written or oral, with respect to the subject matter of this MOU.

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IN WITNESS whereof the Parties hereunto have executed this collaboration in Education on the year and date written above

Signed for and on behalf of,

DRB-HICOM University of Automotive Malaysia



Dato' Prof. Dr. Sr. Omar Osman.
Vice-Chancellor

Date: 21/02/2019

Signed for and on behalf of,

**Princess of Naradhiwas
University**



**Asst. Prof. Dr. Rossukon
Sangmanee.**
President

Date: 21/02/2019

In the presence of,



Prof Dato' Abdul Aziz Ab Latif
**Head, Industrial Relation and
Collaborations**

Date: 21/02/2019

In the presence of,



Dr. Yunyong Surut
Dean, Faculty of Engineering

Date: 21/02/2019