



KOLEJ UNIVERSITI ISLAM ANTARABANGSA SELANGOR
الكلية الجامعية الإسلامية العالمية سنڤالڤور
INTERNATIONAL ISLAMIC UNIVERSITY COLLEGE SELANGOR



MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL ISLAMIC UNIVERSITY COLLEGE
SELANGOR

AND

PRINCESS OF NARADHIWAS UNIVERSITY

24 MAR 2021

MOU KUIS & PNU

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is made on this day **24 MAR 2021**

BETWEEN

INTERNATIONAL ISLAMIC UNIVERSITY COLLEGE SELANGOR, a private institution of higher learning established and registered under the Private Higher Educational Institution Act 1996 (Act 555) and having its registered office at Bandar Seri Putra Bangi, 43000 Kajang Selangor and shall include its lawful representatives and permitted assigns (hereinafter referred to as "**KUIS**") of the one part;

AND

PRINCESS OF NARADHIWAS UNIVERSITY, a public higher learning institution, and having its address at 99 Moo 8 Tambol Khok Khian, Mueang Narathiwat District, Narathiwat 96000, Thailand and shall include its lawful representatives and permitted assigns (hereinafter referred to as "**PNU**"), of the other part.

KUIS and PNU hereinafter referred to singularly as the "the Party" and collectively as the "the Parties".

WHEREAS

A. KUIS is an established private higher learning institution which strives to enhance and strengthen its teaching and research capabilities and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance teaching and research collaboration.

B. The vision of KUIS includes making the intellectual and educational resources of the university available to the community and the region at large and fostering human capital development, the startup of entrepreneurial joint ventures, and the expanding of the depth, breadth and quality education.

C. PNU is a public higher-education institution officially recognized by the Ministry of Higher Education, Science, Research and Innovation of Thailand.

D. For the purpose of this MoU, KUIS is being represented by its Faculty of Shariah and Law, and PNU is being represented by its Academy of Islamic and Arabic Studies.



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E. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a general framework to facilitate the implementation of the collaboration and co-operation between the Parties upon the terms and conditions as contain herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE 1

OBJECTIVE

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 co-operation between the Parties on the basis of equality and mutual benefit in the areas of common interests.

ARTICLE 2

GENERAL AREAS OF CO-OPERATION

2.1 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 on and would act to promote a wide range of collaborative activities including but not restricted to the following:

- a) Exchange of information on development of academic courses;
- b) Exchange of academic materials, as appropriate, for particular joint projects and strengthening of curriculum;
- c) Exchange of staffs and students;
- d) Research collaboration in areas of mutual interests;
- e) Collaboration to organize international conferences; and
- f) Any other areas of co-operation to be mutually agreed upon by the Parties.

ARTICLE 3

FINANCIAL ARRANGEMENTS

3.1 This MOU will NOT give rise to any financial obligation by one Party to the other.

3.2 The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party shall be responsible for its own costs and expenses in establishing and conducting program and activities relating and/or resulting to any areas of co-operation stated under Article 2 above, including its own costs and expenses for travel and accommodation.

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3.3 For the purpose of implementing the co-operation in respect of any area stated in Article 2 above, the Parties may enter into a legally binding agreement which will set out each Parties' role, rights and responsibilities in more detail and more particularly with regards to any financial arrangements.

ARTICLE 4

EFFECT OF MOU **(NO CONTRACTUAL NATURE OF RELATIONSHIP)**

4.1 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 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.

4.2 Notwithstanding of the above, Article 8 (Protection of Intellectual Property) and Article 9 (Confidentiality) are intended to be legally binding.

4.3 The Parties agree that for the purpose of implementing the co-operation in respect of any areas stated in Article 2 of this MoU, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including terms on 'protection of intellectual property rights', "confidentiality", "suspension" and "settlement of disputes" as stated in Article 8, 9, 10 and 11 of this MoU.

ARTICLE 5

RELATIONSHIP OF THE PARTIES

5.1 The Parties acknowledge that it is not their intention that this MoU creates any partnership, agency or other relationship between them under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this MoU should not be construed as to render the Parties liable as partners or as creating partnership, agency or other similar relationship.

5.2 Notwithstanding anything in this MoU, a Party shall at no time underwrite or guarantee or to be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

ARTICLE 6

COMMENCEMENT, DURATION AND TERMINATION

6.1 This MOU shall commence on the date of its signing and shall remain in effect for a period of **five (5) years** commencing from **23rd December 2020 and expiring on 22nd December 2025**.

6.2 This MoU may be extended for a further period as may be agreed in writing by the Parties.

6.3 Notwithstanding paragraph 6.1 of the above, this MoU may be terminated by either Party by giving Sixty (60) days written notice to the other Party prior to the proposed date of termination. Termination shall be without any penalty or cost of damages.

6.4 However, if there is any termination, the provisions of this MoU or any other written agreement in respect of any on-going program or activities under the co-operation within this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the program of cooperative activity.

ARTICLE 7

COMMUNICATIONS

Communication between the Parties relating to this MOU will be between the principal points of contact as set out below. Either Party may at any time by written notice make any change to the contact points.

FOR KUIS:

To: International Islamic University College Selangor
Attn. to: Faculty of Shariah and Law
Address: Bandar Seri Putra, Bangi
43000 KAJANG
Selangor Darul Ehsan, Malaysia
Tel. No.: +603- 8911 7000
Fax. No.: +603- 8911 7033
E-mail: rektor@kuis.edu.my or fsu@kuis.edu.my

FOR PNU:

To: Princess of Naradhiwas University
Attn. to: Academy of Arabic and Islamic Studies
Address: 99 Moo 8 Tambol Khok Khian, Mueang Narathiwat District, Narathiwat
96000, Thailand
Tel. No.: +6673 709 030 ext. 1180
Fax. No.: +6673 709 030 ext. 1173

E-mail: rossu99@gmail.com

ARTICLE 8

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

8.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with international agreements signed by both Parties.

8.2 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.

8.3 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.

ARTICLE 9

CONFIDENTIALITY

9.1 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.

9.2 The confidentiality provision apply to all confidential information exchange including any confidential information exchange in preliminary discussions and during negotiations relating to matters within the scope of this MoU.

9.3 For the purpose of this MoU, “confidential information” includes all technical, 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 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 confidentiality or over which it has full control and include all other such information that may be in the possession of the disclosing Party’s employees or management.

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9.4 Both Parties agree that the provisions of this Section shall continue to be binding between the Parties notwithstanding the termination of this MOU.

9.5 The obligation of this confidentiality shall not apply under the following circumstances:

- a. The confidential information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the record of the Receiving Party;
- b. The confidential information is now or hereafter has become available to the public in the form of a printed publication or by any other means through no breach of this MoU;
- c. The confidential information is subsequently disclosed to the Receiving Party without restriction by a third Party having lawful right to disclose such information ; and
- d. The confidential information is required by law to be disclosed.

ARTICLE 10

SUSPENSION

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

ARTICLE 11

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 MoU shall be settled amicably through mutual consultation and/ or negotiations between the Parties, without reference to any third party or international tribunal.

ARTICLE 12

GENERAL PROVISIONS

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12.1 This MoU is subject to the laws and regulations of the Parties' respective countries.

12.2 This MoU may be modified, varied or amended at any time after due consultation and with written consent of both Parties.

12.3 The Parties acknowledge that all visits or exchange of staff, students or administrator shall be subjected to compliance with the entry and visa regulations of the Party's respective countries and the Party's requirement with respects to the staff and student visits.

12.4 Any cost in relation to preparation of this MoU shall be borne by respective Parties except for the stamping of this MoU which is to be borne by KUIS.

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IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding

Signed by

For and on behalf of

**INTERNATIONAL ISLAMIC UNIVERSITY COLLEGE
SELANGOR**

PROF. DATO' DR. AB. HALIM BIN TAMURI

Rector

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In the presence of

DR. MOKMIN BIN BASRI

Deputy Rector (Academic and Research)

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Signed by

For and on behalf of

PRINCESS OF NARADHIWAS UNIVERSITY

ASSOC. PROF. DR. ROSSUKON SANGMANEE

President

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In the presence of

ASSOC. PROF. DR. ANIS PATTANAPRICHAWONG

Director of Academy of Islamic and Arabic Studies

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