



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TEKNOLOGI MARA, MALAYSIA

AND

PRINCESS OF NARADHIWAS UNIVERSITY, THAILAND

ON COLLABORATION IN DEVELOPING
RESEARCH AND ACADEMIC CONNECTION

This Memorandum of Understanding (hereinafter referred to as "MoU") is executed

BETWEEN

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as "UITM"), an institution of higher learning established under the University Teknologi MARA Act 1976 whose address is at Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Malaysia and shall include its lawful representatives and permitted assigns;

AND

Princess of Naradhiwas University (hereinafter referred to as "PNU"), a public institution of higher learning established and registered in (Thailand) and having its address at 99 Moo 8 Tambol Khokian Amphur Muang Narathiwat Province 96000 and shall include its lawful representatives and permitted assigns;

WHEREAS

- A. UiTM is an established University with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many international counterparts.
- B. PRINCESS OF NARADHIWAS UNIVERSITY is an established University with an increasing track record of educational and research excellence which involves learning programmes, internship and staff mobility
- C. The Parties are desirous of entering 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.

NOW THIS MOU WITNESSES AS FOLLOWS:

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, shall endeavor to strengthen, promote and develop international and research cooperation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2

AREAS OF COOPERATION

- 2.1 Both parties agree to encourage the following activities:
 - a) Institutional exchanges between faculty and staff from each partner institution;
 - b) Acceptance of undergraduate and graduate students of each partner institution for periods of study and/or research;
 - Organization of symposiums, conferences, short courses and meetings on research issues;
 - d) Exchange of information pertaining to developments in teaching, student development and research institutions; and
 - e) Cooperation in any other areas as agreed to by the Parties from time to time.
- 2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1 the Parties shall enter into legally binding agreements 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 disputes".

ARTICLE 3

FINANCIAL ARRANGEMENTS

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

3.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding or may mutually agree upon by the Parties on a case-by-case basis subject to the availability of funds.

ARTICLE 4

EFFECTOF 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 shall not give rise to any legal process and shall 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 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 6

ENTRY INTO EFFECT AND DURATION

- 6.1 This Memorandum of Understanding shall become effective as of the date of signatures of both parties, or if the dates vary, then the date of the later signature.
- 6.2 This Memorandum of Understanding shall remain in effect for a period of TWO (2) years.

- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed in writing by both parties.
- 6.4 If the Memorandum of Understanding is not renewed by mutual consent, the Memorandum of Understanding shall conclude at the end of the specified period, or after activities in progress have concluded.

REVISION. VARIATION AND AMENDMENT

- 7.1 Either party may request in writing a revision, variation or amendment of this Memorandum of Understanding.
- 7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this Memorandum of Understanding before or up to the date of such revision, variation or amendment.

ARTICLE 8

TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of THIRTY (30) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

NOTICES

Any communication under this Memorandum of Understanding shall 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 Universiti Teknologi MARA or Princess Of Naradhiwas University, 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 other Party 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 Teknologi MARA:

Address: Universiti Teknologi MARA

40450 Shah Alam, Selangor, Malaysia

Attention: Prof. Ir. Dr. Mohd Azraai Kassim

Tel.: (+603) 5544 2222

Fax: (+603) 5544 2030

E-mail: vc@uitm.edu.my

To Princess of Naradhiwas University:

Address: Princess of Naradhiwas University

99 Moo 8, Tombon Kok Kian Muang,

Narathiwat 96000, Thailand

Attention: Asst. Prof. Dr. Rossukon Sangmanee

Tel.: (66) 0 7370 9030

Fax: (66) 0 7370 9030 # 1173

E-mail: rossu99@gmail.com/www.pnu.ac.th

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 Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

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 Memorandum of Understanding 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.

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Signed in duplicate on this 2nd day of April in the year 2019 in two (2) original texts, both texts being equally authentic

Signed By Signed By For and on behalf of For and on behalf of PRINCESS OF NARADHIWAS UNIVERSITI TEKNOLOGI MARA UNIVERSITY SHAH ALAM, SELANGOR, NARATHIWAT, THAILAND MALAYSIA PROF. IR. DR. MOHD AZRAAI ASST. PROF. DR. ROSSUKON SANGMANEE KASSIM President Vice-Chancellor Date: Date: Witnessed by: Witnessed by:

Asst. Prof. Tawee Boonphirom

Dean of Faculty of Agriculture

Professor Dr. Azhan Hashim@Ismail

Deputy Rector of Academic Affairs

