



COLLABORATION NOTE

Between

**UNIVERSITI TEKNIKAL MARA SDN. BHD.
(UniKL)**

And

**PRINCESS OF NARADHIWAS UNIVERSITY
THAILAND**

THIS COLLABORATION NOTE is made on the 18 day of February 2021;

BETWEEN

UNIVERSITI TEKNIKAL MARA SDN. BHD. [Company No.: 200201002469 (570132-T)], a company incorporated in Malaysia under the Companies Act 1965, for the purpose of managing **UNIVERSITI KUALA LUMPUR**, an institution of higher learning established and registered in Malaysia under the Private Higher Educational Institutions Act 1996 (Registration No. DU011(W) and having its Chancellery address at 1016, Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia (**hereinafter referred to as "UniKL"**) of the first part;

AND

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

UniKL and PNU are referred to collectively as the "Parties" or individually as "Party".

WHEREAS:

- 1) UniKL is fully owned by Majlis Amanah Rakyat (MARA), a Statutory Body established under the Majlis Amanah Rakyat Act 1966 (Act 489) is committed to provide world-class educational programmes and technical learning with the aim of producing global enterprising professionals who shall explore and develop technology for the benefit of the nation and mankind.
- 2) PNU is a government sponsored university in Narathiwat, southern Thailand. It was founded under the act on 9 February 2005 by merging all educational institutions in the province. Those institutions are Narathiwat Technical College, Narathiwat Agricultural & Technology College, Takbai vocational college and Boromarjonani College of Nursing, Narathiwat. Princess of Naradhiwas University provide vocational and high vocational knowledge and expertise to students, as well as to develop human resources and cultural resources to be of the greatest benefits to the society and the nation.

SCOPE

The Parties agree to collaborate as follows;

- (a) Development of academic and customized programmes
- (b) Staff and student mobility programmes
- (c) Joint research collaboration and joint applications for research funding
- (d) Opportunities for other forms of collaboration.

This Collaboration Note articulates the intentions of the Parties to work cooperatively and should the Parties agree at any stage to undertake specific joint projects that are legally binding they shall conclude separate written agreements to govern the specific project or collaboration. Each specific separate agreement must include its respective Work Plan. The Work Plan must include, where applicable, the activities to be developed, responsibilities of the parties, chronogram, funding and coordination, among others.

FINANCIAL PROVISIONS

The Parties understand that any/all financial arrangements which may arise out of this Collaboration Note will be separately negotiated by the Parties and will depend on the availability of funds.

NOTICE

All legal notices shall be in writing and may be sent by recorded delivery letter or by electronic mail to the following address:

UniKL:

Universiti Kuala Lumpur
31st Floor, 1016, Jalan Sultan Ismail
50250 Kuala Lumpur
Malaysia
Attn: Acting President/Chief Executive Officer

PNU:

Princess of Naradhiwas University
99 Moo 8 Tambol Khok Khian
Mueang Narathiwat District
Narathiwat 96000
Thailand
Attn: President

CONFIDENTIAL INFORMATION

The Parties agree that no confidential or proprietary information shall be shared in any collaboration under this Collaboration Note. If a Party wishes to disclose information it considers to be confidential or proprietary it shall only do so after a written confidentiality agreement has been entered into with the other Party or Parties.

INTELLECTUAL PROPERTY

The protection of intellectual property rights should be enforced in accordance with the laws and regulations of Malaysia. Any use of the UniKL or PNU name, logo and/or official emblem in connection with any such issue, document and paperwork is prohibited without the written permission of the other Party.

All information, expertise including all designs, plans, assessments, reviews, analyses, solutions, decisions, discoveries, developments and maintenance in connection with any processes and products achieved or developed:

- (i) Jointly owned by both Parties, or any results of the research jointly acquired, shall be jointly owned by both Parties or on terms agreed upon; and
- (ii) Independently and separately by UniKL or PNU, or any research results obtained independently or separately by UniKL or PNU, shall be wholly owned by either Party.

Treatment of Intellectual Property rights, where developed through a collaboration under this Collaboration Note, shall be determined by the Parties concerned through negotiation, having due regard to their respective university policies and regulations as to ownership and exploitation. The agreed negotiated terms shall be covered in separate written agreements between the Parties.

PUBLICITY/PUBLICATIONS

No Party shall use the name of any other Party in any advertising, promotional or similar materials without the express written permission of the other Party (Parties). The Parties agree to coordinate all public announcements regarding the activities provided for under this Collaboration Note.

AMENDMENTS

This Collaboration Note may be amended or modified, except for its object, by the written agreement signed by the representative of each Party.

DISPUTE RESOLUTION

In the event of any dispute arising in respect of any provision of this Collaboration Note the Parties shall make every reasonable effort to resolve all issues fairly by negotiation.

Any legal proceedings arising from a dispute will be conducted in accordance with the local laws where the dispute occurs.

TERM

This Collaboration Note shall be effective from and shall continue in force for a period of five (5) years (the Term).

Any extension of the Term shall be subject to the mutual written agreement of the Parties.

TERMINATION

The Collaboration Note may be terminated by a Party, at any time, upon six (6) months' advance written notice.

DISCLAIMER AND STATUS OF THE PARTIES

The relationship of the Parties to each other is that of independent and autonomous organisations. Nothing in this Collaboration Note shall be construed to create any partnership or joint venture between the Parties. Nothing in this Collaboration Note restricts the right of any Party to enter into agreements with other organisations or entities for any purpose.

NON-BINDING

The Parties hereby agree that this Collaboration Note is not conclusive and/or exhaustive and shall not bind the Parties hereto. Instead this Collaboration Note outlines the general understanding and the framework for mutual cooperation between the parties and is intended to pave the way to enter into formal Agreement/Agreements after which this Collaboration Note shall be deemed of no effect whatsoever.

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IN WITNESS WHEREOF the Parties hereto have caused this Collaboration Note to be signed in their respective names on the day and year first above written.

SIGNED by
For and on behalf of
UNIVERSITI TEKNIKAL
MARA SDN. BHD.

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Prof. Dr. Shahrulniza Musa
Acting President / CEO

In the presence of:-



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Prof. Dato' Dr. Azanam Shah Hashim
Deputy President (International, Industrial & Institutional Partnership)

SIGNED by
For and on behalf of
PRINCESS OF NARADHIWAS
UNIVERSITY

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Assoc. Prof. Dr. Rossukon Sangmanee
President

In the presence of:-



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Asst. Prof. Dr. Supath Srisawat
Vice President (Academic Affairs)