

MEMORANDUM OF UNDERSTANDING

BETWEEN

**UCSI EDUCATION SDN. BHD.
(Co. No.: 185479-U)**

AND

WALAILAK UNIVERSITY, THAILAND

This **Memorandum of Understanding** is made on this 2nd day of December, 2021.

BETWEEN

UCSI EDUCATION SDN. BHD. (Co. No.185479-U), a company incorporated in Malaysia which owns UCSI University, an institution of higher learning and duly approved by the Ministry of Education, Malaysia operating at No.1, Jalan Menara Gading UCSI Heights, 56000 Cheras, Kuala Lumpur (hereinafter referred to as “UCSI University”) of the first part

AND

WALAILAK UNIVERSITY (WU Act. B.E. 2535), a company duly incorporate in Thailand, having its address at 222 Thaiburi, Thasala, Nakhon Si Thammarat 80160 Thailand (hereinafter referred to as “Walailak University”), of the second part.

PREAMBLE

- i. UCSI University and Walailak University are concerned with individual and national needs for education and training, and are desirous and agree to enter into this Memorandum of Understanding (hereinafter referred to as “MoU”), and wish to establish and maintain a basis of cooperation in education through the sharing of educational opportunities between the Parties; and intend to progress thereof with the enhancement in respect of the exchange and cooperation between the Parties in respect of the same, which arise in respect of the key initiatives indicated herein, subject to, at all times complying with all regulatory requirements and framework applicable to both UCSI University and Walailak University respectively.
- ii. However, any key initiatives arising under this MoU shall only be given effect in respect of the same through a separate written and duly agreed upon Memorandum of Agreement (hereinafter referred to as “MoA”), that is to be signed upon all relevant and pertinent matters in respect of the same.
- iii. Both UCSI University and Walailak University are hereinafter referred to singularly as “Party” and collectively as the “Parties”.

NOW THEREFORE, UCSI University and Walailak University hereby agree to the following:

1. Scope of Collaboration

1.1 General Scope

UCSI University and Walailak University hereby agree and undertake that the cooperation and/or collaboration referred to in this MoU shall include but not limited to the following:

1. The exchange of scholars and scientists to conduct research of mutual interest.
2. The exchange of professors for lectures and short-term visits.

3. Invitations to scholars for participation in conferences, symposia and instruction.
4. Exchange of information, academic materials and publications in fields of mutual interest.
5. Facilitating the mobility of students, through degree transfer programs, dual degree programs, joint degree programs, research attachments, exchanges and visits, between the two universities.
6. Any other collaborative activities arising hereof between the Parties shall be subject to further negotiations, and a separate written Memorandum of Agreement (MoA) to be duly executed between UCSI University and Walailak University.

2. Duration, Termination, and Amendment

2.1 Duration

This MoU shall remain in force for Three (3) year(s) from the date first written of this MoU, which shall be subject to further review, at which both Parties shall by further discussion determine the terms and conditions of any extensions of duration of this MoU, which shall be made in writing by either Party to the other Party of the intention of the same not less than Three (3) month(s) from the date of the expiry of this MoU.

2.2 Termination

Either Party may terminate this MoU at any time by providing Three (3) month(s) advance written notice to the other Party.

2.3 Amendment

No amendment of the terms of this MoU will be effective unless made in writing and signed by each Party's authorised signatory, as proof of the same, and must comply with all the relevant laws and regulations in Malaysia.

3. Use of Names

- 3.1 Except in promoting the activities as per this MoU, neither Party may use the name of the other Party in any form of advertising or publicity without express written permission. The Parties must seek permission from one another by submitting the proposed use, well in advance of any deadline which shall not be less than fourteen (14) working days, to the liaison officers designated in Clause 4 below.

4. Notices

- 4.1 The Parties must give all notices under this MoU in writing via one of the following methods: (a) confirmed facsimile transmission; (b) registered post; (c) hand delivery or (d) commercial overnight carrier; and every such notice shall be deemed to be given at the time when in the course of ordinary transmission it should have been delivered to the address to which it was sent. All communications must be sent to the addresses set forth below or to such other address designated by the Parties by written notice.

UCSI EDUCATION SDN. BHD.

Liaison Officer : Asst. Prof. Dr. Muhammad Junaid Farrukh
Address : Head, Praxis, Industry and Community Engagement. Faculty of Pharmaceutical Sciences, No.1, Jalan Menara Gading, UCSI Heights, 56000 Cheras, Kuala Lumpur.
Tel : +601127620943 / +603-9101 8880 (Ext 2244)
Fax : N/A
Email : junaid@ucsiuniversity.edu.my

WALAILAK UNIVERSITY

Liaison Officer : Assoc. Prof. Dr. Veeranoot Nissapatorn
Address : School of Allied Health Sciences, Walailak University
Tel : +66 7567 2673, 7567 2602
Fax : +66 7567 2601
Email : nissapat@gmail.com

5. Binding Obligations

- 5.1 This MoU is **NOT** intended to create any legally binding obligations on either institution but, rather, is intended to facilitate future discussions regarding general areas of cooperation.
- 5.2 Notwithstanding any Clause(s) / provision(s) to the contrary, Clauses 7, 8 and 14 of this MoU shall be legally binding and shall survive the expiry and/or early termination of this MoU.

6. Authorised Signatories

- 6.1 The individuals representing each Party signing this MoU have the authority to sign on its behalf in the capacity indicated.

7. Confidential Information

- 7.1 UCSI University and Walailak University undertake and agree to maintain in secrecy and confidence Confidential Information disclosed by the other Party and any information developed during the course of this MoU. The receiving Party shall not at any time disclose or communicate to any person including but not limited to its employees or consultants who are not actually working on this MoU unless such personnel are members of the management or “decision maker” within the receiving Party any of the Confidential Information and any information developed during the course of this MoU.
- 7.2 The receiving Party shall accord such Confidential Information and any such information developed in the course of this MoU the same degree of care in its safeguarding as the receiving Party affords to its most valuable trade secrets and confidential information.

- 7.3 The receiving Party undertakes and agrees to maintain the obligation of confidentiality under this MoU for a period of five (5) years following the termination or expiry of this MoU, except for information which the disclosing Party identifies in writing as information that must remain confidential for a longer period.
- 7.4 The obligations of confidentiality contained herein shall not apply if the Confidential Information and the information developed in the course of this MoU:
- is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this MoU by the receiving Party; or
 - was known to the receiving Party before its receipt from the disclosing Party and which can be evidenced to the reasonable satisfaction of the disclosing Party; or
 - is independently developed by the receiving Party without access to Confidential Information of the disclosing Party as evidenced by written proof; or
 - is lawfully disclosed to the receiving Party by a third Party not in violation of any obligation of confidentiality to the disclosing Party, and is not traceable to a breach of this MoU; or
 - is required to be disclosed by law or final mandatory order of a court or other competent authority to which the receiving Party is subject.
- 7.5 Notwithstanding any other provision of this MoU, the receiving Party shall be fully responsible to the disclosing Party for any claim, loss, damage or liability resulting to the disclosing Party due to any improper or negligent or willful disclosure of the Confidential Information and the information developed in the course of this MoU by the receiving Party or by any of the receiving Party authorised personnel stated herein.
- 7.6 UCSI University and Walailak University shall ensure that their respective representatives, employees and staff who participate in this MoU shall comply with the obligations of confidentiality set out hereof as though they were Parties to this MoU and UCSI University and Walailak University shall ensure that where any of the aforementioned representatives, employees and staff cease to be employed by that Party, they shall continue to be bound by such obligations of confidentiality.
- 7.7 As necessary, prior to the transfer of any information, UCSI University and Walailak University may agree on further measures that may be required to protect the information.
- 7.8 Upon termination or expiration of this MoU, UCSI University and Walailak University agree to use their best efforts to locate and return or verify the destruction of all existing Confidential Information (including tangible products or materials) received from the other Party pursuant to this MoU, if requested to do so in writing by the disclosing Party; provided, however, each Party may retain a copy of each document containing Confidential Information of the other Party for archival purposes. The confidentiality obligations set out hereof shall continue for a period of five (5) years following the expiration or termination of this MoU.
- 7.9 Each Party may publish or advertise the existence and nature of activity under this MoU, provided that a Party does not indicate in writing that a specific matter should remain confidential.

8. Intellectual Property Rights

- 8.1 Walailak University hereby agree and acknowledge that ALL Intellectual Property Rights and any exclusive use of UCSI University's logo and/or trademark shall belong absolutely and exclusively to UCSI University, unless otherwise granted in writing for the non-exclusive use of the same to Walailak University; this clause does not grant any license for Walailak University in respect of the same.
- 8.2 The Parties hereby agree that each shall ensure and instruct that individuals working on this MoU and/or their representatives and/or staff to maintain adequate and secure records either electronically or in books of all information or document for the purpose of establishing the information or document and dates of the receipt of the same; and will furnish the other Party promptly with complete information in respect thereof.
- 8.3 The Parties hereby agree and undertake that the Parties shall not publish, reproduce, grant, assign, change, alter and/or modify any information or document furnished and/or exchanged between the Parties and shall take all reasonable steps necessary to protect the interests of the both Parties therein.

9. Force Majeure

- 9.1 "Force Majeure" means any circumstances beyond the reasonable control of either Party including, without limitation, any governmental action, act of God, strike, lock out or other form of industrial action.
- 9.2 If any Party is affected by Force Majeure which affects or may affect the performance of any of its obligations under this MoU, it shall notify the other Party of its nature and extent.
- 9.3 No Party shall be deemed to be in breach of this MoU, or otherwise be liable to the other Party, by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other Party, and the time for performance of that obligation shall be extended accordingly.
- 9.4 If the performance by any Party of any of its obligations under this MoU is affected by Force Majeure for a continuous period in excess of six (6) months, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

10. Dispute Resolution

- 10.1 Should a dispute arise between the Parties in connection with the validity, interpretation and/or the implementation of this MoU, one Party shall notify the reasons to the other Party by registered mail. The Parties shall try to promptly reach in good faith an amicable settlement for such dispute, within thirty (30) days after the above notification.

10.2 If an amicable settlement is not reached within the above thirty (30) days, all/any dispute, controversy, or claim arising out of or relating to this MoU, or the breach, termination or invalidity thereof shall be settled by Arbitration in accordance with the Asian International Arbitration Centre.

11. Governing Laws

11.1 This MoU shall be governed by the laws of Malaysia.

12. Facsimile And Electronic Mail Transmissions

12.1 For purposes of this MoU, facsimile (FAX) and electronic mail (email) transmissions shall be deemed to be valid documents.

13. Severability

13.1 The Parties acknowledge that this MoU is reasonable, valid, and enforceable; however, if any part of this MoU is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this MoU will in no way be affected or invalidated as a result.

13.2 Where any provision in this MoU is found to be unenforceable, UCSI University and Walailak University will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

14. Representation and Warranty

14.1 The Parties represent and warrant that each is not in breach of any statute, regulation or bylaw applicable to the Parties, respectively, or its operations, and that it holds all permits, licenses, consents and authorities issued by any Government or Agency thereof which are necessary or desirable in connection with the rights and/or obligations and/or collaboration arising under this MoU.

14.2 The Parties represent and warrant that each is not a Party to or bound by any other agreement(s) or subject to any restriction(s), particularly, but without limitation, in connection with any previous or other agreement(s), which may prevent either Party from entering into and performing its obligations under this MoU.

15. This MoU contains the entire agreement of the Parties relating to the subject matter of this MoU, and this MoU shall supersede any previous agreement(s) of the Parties, which shall include but not limited to any negotiations, promises or representations, whether verbal or written.

16. Addenda may be appended to this document from time to time, which identify further activities, programmes or projects and their details of management. Such addenda require the signatures of both the signatories of this MoU in order to be implemented as part of this MoU.

17. Both Parties should implement this MoU under the principle of good faith. In the event that this MoU is translated into any other language(s), the Parties hereby agree and undertake that only the English version in respect of the same shall be legally valid and enforceable and recognised in law.

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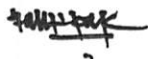
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**IN WITNESS WHEREOF**, the Parties after having read all of the above and as an express indication to honour and be bound in respect of the same hereby through their respective representatives sign this MoU on the day and year indicated herein.

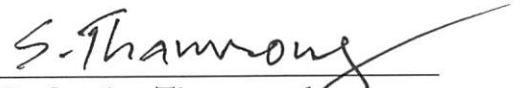
for and on behalf of,  
**UCSI EDUCATION SDN. BHD.**

for and on behalf of,  
**WALAILAK UNIVERSITY**



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**Prof. Dato' Dr. Toh Kian Kok**  
**Pro Vice-Chancellor**  
**UCSI University (KL Campus)**



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**Prof. Dr. Sombat Thammngthanyawong**  
**President**  
**Walailak University**

Witnessed by:

Witnessed by:



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**Senior Prof. Dr. Phang Siew Moi, FASc**  
**Deputy Vice-Chancellor**  
**Research & Postgraduate**



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**Assoc. Prof. Dr. Jitbanjong Tangpong**  
**Dean**  
**School of Allied Health Sciences**